SHAW & SONS,

Local Government . . . . Printers and Publishers, 7, 8, & 9, Fetter Lane, LONDON, E.C.

No.		s.	d.
W 1a.—V	ace		
	uire	3	0
W 1b.—I	t		
	uire	3	0
Valuatic			
1	...	7	6
1	...	8	6
2	...	10	0
W 2.—V	uire	3	0
W 2a.—I		3	0
W 2b.—I		3	0
W 2c.—I		3	0
Valuat			
	...	7	6
	...	8	6
	...	10	0
Cloth C	...	1	0
W 3a.—	at		
	uire	3	0
W 3b.—		3	0
Supplen			
	...	4	6
1	...	7	6
W 4a.—	uire	3	0
W 4b.—Do. ruled 15 lines each side		3	0

Supplemental Valuation List, bound in book, 15 lines on a page—
Prices as above.

180c*	**Shaw's Improved Form of Supplemental List** prepared to meet the requirements of the Agricultural Rates Act, and showing the increase or decrease in the Rateable Value of the Parish, as caused by the Valuation ... ... *per quire*	4	0
181	**Notice of Deposit of the Valuation List** (s. 17) *per doz.*	0	9
204	**Notice of Re-deposit of Revised Valuation List,** with day for hearing objections (s. 17) ... ... *per doz.*	0	9
204a	**Notice of Deposit of Supplemental Valuation List** (s. 17) *per doz.*	0	9
206a	**Notice of Re-deposit of Revised Supplemental Valuation List,** with day for hearing objections (s. 1) ... *per doz.*	0	9

Complete List on application.

Geo. Lowe

THE LAW OF COMPENSATION

FOR

UNEXHAUSTED

Agricultural Improvements,

AS AMENDED BY THE

AGRICULTURAL HOLDINGS (ENGLAND) ACTS, 1883 to 1900,

AND THE

ALLOTMENTS & COTTAGE GARDENS COMPENSATION FOR CROPS ACT, 1887.

With the Statutes and Forms.

THIRD EDITION.

BY

J. W. WILLIS BUND, ESQ., M.A., LL.B.,

OF LINCOLN'S INN, BARRISTER-AT-LAW.

Editor of "Oke's Game Laws," "Oke's Fishery Laws," etc.,

AND

HENRY STEPHEN, ESQ.,

OF THE MIDDLE TEMPLE, BARRISTER-AT-LAW, AND OF THE UNITED STATES BAR.

Editor of "Hunt's Boundaries and Fences."

LONDON:

BUTTERWORTH & CO., 12, BELL YARD, TEMPLE BAR, W.C.

SHAW & SONS, 7 & 8, FETTER LANE, E.C.

Law Printers and Publishers.

1904.

LONDON :
PRINTED BY BUTTERWORTH AND CO., CRANE COURT, E.C.

PREFACE

TO THIRD EDITION.

THIS Edition of the Law of Compensation for Unexhausted Agricultural Improvements contains the group of Acts known as the Agricultural Holdings (England) Acts, 1883 to 1900, and the Allotments and Cottage Gardens Compensation for Crops Act, 1887. The second Edition of Mr. WILLIS BUND'S Book, contained the Agricultural Holdings (Scotland) Act of 1883, but it has been considered advisable in the present Edition to eliminate that Act, and to add the Tenants Compensation Act, 1890, the Market Gardeners' Compensation Act, 1895, and the Allotments and Cottage Gardens Compensation for Crops Act, 1887.

This Edition also contains a list of the existing customs applicable to Agricultural Holdings, which has been brought down to the present time, and we believe it may be

said to be as accurate as it is possible to get it, thanks to the kindness of many Land Agents, who have been good enough to revise the manuscript, and to whom we tender our thanks.

The decisions upon the Acts dealt with herein up to the date of publication have been interpolated, by way of annotation to the Statutes, and the changes made by other Legislation duly noted.

A comprehensive list of forms, which it is hoped will be found useful in cases of landlord and agricultural tenants' agreements, is added.

J. W. WILLIS BUND,
LINCOLN'S INN.

HENRY STEPHEN,
1, ELM COURT, TEMPLE.

September, 1904.

TABLE OF CONTENTS.

PAGE

PREFACE iii
TABLE OF STATUTES xiii
TABLE OF CASES xv

CHAPTER I.

COMPENSATION UNDER STATUTE.

A.—In general 2
I. Intention of Acts 2
II. Application of Acts 3
(a) As to tenants 3
1. Under the Agricultural Holdings (England) Acts, 1883—1900 3
2. Under the Allotments and Cottage Gardens Compensation for Crops Act, 1887 3
(b) As to holdings 3
1. Under the Agricultural Holdings (England) Acts, 1883—1900 3
2. Under the Allotments and Cottage Gardens Compensation for Crops Act, 1887 3
(c) As to improvements 4
1. Under the Agricultural Holdings (England) Acts, 1883—1900 4
2. Under the Allotments and Cottage Gardens Compensation for Crops Act, 1887 4
(d) As to landlords 5
III. General right to compensation 5
IV. Amount of compensation and determination thereof... 5
V. Fixtures 6
VI. Restrictions on landlords 6
(a) As to agreements 6
(b) As to penal rents and liquidated damages... ... 6

A.—In general—*continued.* PAGE

VII. Powers of landlord 7
(a) As to agreements 7
(b) As to charges 7
(c) As to entry on holding 7
(d) As to counterclaims 7

VIII. Procedure 8
(a) Claim for compensation 8
(b) Settlement of differences 8

B.—Agricultural Holdings (England) Act, 1883 (46 & 47 Vict. c. 61) 9

SECT.
1. General right of tenant to compensation (*repealed*) ... 9
2. Restriction as to improvements before Act 9
3. Consent of landlord as to improvement in First Schedule, Part I. 11
4. Notice to landlord as to improvement in First Schedule, Part II. 12
5. Reservation as to existing and future contracts of tenancy 15
6. Regulations as to compensation for improvements (*repealed*) 15
7. Notice of intended claim (*repealed*) 16
8. Compensation agreed or settled by difference (*repealed*) 17
9. Appointment of referee or referees and umpire (*repealed*) 17
10. Requisition for appointment of umpire by land commissioners, etc. (*repealed*) 18
11. Exercise of powers of county court (*repealed*) 19
12. Mode of submission to reference (*repealed*) 19
13. Power for referee, etc. to require production of documents, administer oaths, etc. (*repealed*) 19
14. Power to proceed in absence (*repealed*) 19
15. Form of award (*repealed*) 19
16. Time for award of referee or referees (*repealed*) 19
17. Award in respect of compensation under ss. 3, 4 and 5 (*repealed in part*)... 20
18. Reference to and award by umpire (*repealed*) 21
19. Award to give particulars (*repealed*) 21
20. Costs of reference (*repealed*) 22
21. Day for payment (*repealed*) 22
22. Submission not to be removable, etc. (*repealed*) 22
23. Appeal to county court (*repealed*) 22
24. Recovery of compensation (*repealed in part*) 23
25. Appointment of guardian 24
26. Provisions respecting married women 25
27. Costs in county court 25

B.—Agricultural Holdings (England) Act, 1883—*continued.*

SECT.		PAGE
28.	Service of notice, etc.	26
29.	Power of landlord on paying compensation to obtain charge	26
30.	Incidence of charge...	28
31.	Provision in case of trustee	29
32.	Advance made by a company	31
33.	Time of notice to quit	31
34.	Tenant's property in fixtures, machinery, etc.	32
35.	Application of Act to Crown lands	34
36.	Application of Act to land of Duchy of Lancaster ...	35
37.	Application of Act to land of Duchy of Cornwall ...	36
38.	Landlord, archbishop, or bishop	37
39.	Landlord, incumbent of benefice	38
40.	Landlord, charity trustees, etc.	38
41.	Resumption of possession for cottages, etc.	39
42.	Provision as to limited owners	41
43.	Provision in case of reservation of rent	41
44.	Limitation of distress in respect of amount and time ...	42
45.	Limitation of distress in respect of things to be distrained	42
46.	Remedy for wrongful distress under this Act	44
47.	Set-off of compensation against rent	45
48.	Exclusion of *certiorari*	46
49.	Limitation of costs in cases of distress (*repealed*) ...	46
50.	Repeal of 2 W. & M. c. 5, s. 1, as to appraisement and sale at public auction (*repealed*)	46
51.	Extension of time to replevy at request of tenant (*repealed*)	47
52.	Bailiffs to be appointed by county court judges (*repealed*)	48
53.	Commencement of Act	51
54.	Holdings to which Act applies	51
55.	Avoidance of agreement inconsistent with Act	52
56.	Right of tenant in respect of improvement purchased from outgoing tenant	52
57.	Compensation under this Act to be exclusive (*repealed*):	53
58.	Provision as to change of tenancy	53
59.	Restriction in respect of improvements by tenant about to quit	53
60.	General saving of rights	54
61.	Interpretation	54
62.	Repeal of Acts of 1875 and 1876	57
63.	Short title of Act	58
64.	Limits of Act	58
First Schedule (*repealed*)		58
Second Schedule (*repealed*)		59

SECT.		PAGE
C.-	Tenants Compensation Act, 1890 (53 & 54 Vict. c. 57) ...	60
1.	Construction and short title	60
2.	Compensation to tenants, when mortgagee in possession:	60
3.	Charge a landcharge	62
4.	Exception of tithe rentcharge	62
5.	Extent of Act	62
D.—	Market Gardener's Compensation Act, 1895 (58 & 59 Vict. c. 27)	63
1.	Short title and construction	63
2.	Commencement of Act	63
3.	Amendment and extension of Agricultural Holdings (England) Act, 1883, as to market gardens (*repealed in part*)	64
4.	Application to current tenancies	65
5.	As to Crown lands and lands belonging to the Duchies of Lancaster and Cornwall	65
6.	Interpretation	66
E.—	Agricultural Holdings Act, 1900 (63 & 64 Vict. c. 50) ...	66
1.	Right of tenant to compensation for improvements ...	66
2.	Settlement of differences by arbitration	71
3.	Land charges	74
4.	Fixtures and buildings	75
5.	Power of entry	75
6.	Penal rents and liquidated damages	76
7.	Improvements executed before Act comes into operation:	76
8.	Notice of termination of tenancy	76
9.	Interpretation	76
10.	Application to Scotland	77
11.	Extent of Act	78
12.	Repeal	78
13.	Commencement of Act	78
14.	Short titles	78
	First Schedule	78
	Second Schedule	80
	Third Schedule	85
F.—	Allotments and Cottage Gardens Compensation for Crops Act, 1887 (50 & 51 Vict. c. 26)	86
1.	Short Title	86
2.	Extent of Act	86
3.	Commencement of Act	87
4.	Definitions	87
5.	Compensation	88
6.	Deduction from compensation on account of rent or breach of contract	88

SECT. PAGE

F.—Allotments and Cottage Gardens Compensation for Crops Act, 1887—*continued.*

7. Compensation if not agreed upon to be settled by an arbitrator 88
8. Appointment of arbitrator 89
9. Justices if practicable to appoint person to act as arbitrator without remuneration 89
10. Time for commencement of arbitration 89
11. Power for arbitrator to administer oaths 89
12. Power to proceed in absence of either party 90
13. Form of award and time for its delivery 90
14. Costs of arbitration 90
15. Day for payment 90
16. Award to be final 90
17. Recovery of compensation money 91
18. No claim to be made under the Agricultural Holdings (England) Act for any matter or thing for which a claim is made under this Act 91

G.—Statutory Rules and Orders 91
The County Court Rules, 1903, Order XL. 91
Costs 102
Rules of the Board of Agriculture and Fisheries ... 102
Fees 103

CHAPTER II.

COMPENSATION BY CUSTOM OF THE COUNTRY.

A. In general 104
B.—Existing customs of different localities 106
Bedfordshire 108
Berkshire 108
Buckinghamshire 110
Cambridgeshire 111
Cheshire 111
Cornwall 113
Cumberland 113
Derbyshire 114
Devonshire 115
Dorsetshire 116
Durham 117
Essex 118
Gloucestershire 119
Hampshire 125

B.—Existing customs of different localities—*continued.* PAGE

Herefordshire 126
Hertfordshire 128
Huntingdonshire 128
Kent 129
Lancashire 129
Leicestershire 129
Lincolnshire 130
Middlesex 131
Monmouthshire 131
Norfolk 132
Northamptonshire 132
Northumberland 134
Nottinghamshire 135
Oxfordshire 136
Rutlandshire 138
Shropshire 138
Somersetshire 140
Staffordshire 141
Suffolk 143
Surrey 144
Sussex 144
Warwickshire 145
Westmoreland 146
Wiltshire 146
Worcestershire 147
Yorkshire 148
North Wales 148
South Wales 149

C.—Mode of obtaining compensation by custom 153
(1) Claim in respect of improvements comprised in the Agricultural Holdings (England) Acts, 1883 to 1900 153
(2) Claim for compensation not comprised in Acts 153

CHAPTER III.

COMPENSATION UNDER AGREEMENT.

A.—In general 155
B.—Special clauses 156
C.—Mode of recovering compensation under agreement ... 160

CHAPTER IV.

FORMS.

PAGE

1. Consent of landlord for improvement in Part I. of First Schedule 164
2. Agreement as to compensation for improvements in Part I. of the First Schedule 164
3. Tenant's notice of intention to drain 165
4. Agreement as to drainage 166
5. Withdrawal of notice by tenant as to drainage 167
6. Landlord's undertaking to drain 167
7. Landlord's notice of claim for executing drainage works ... 167
8. Agreement dispensing with drainage notice 168
9. Special agreement as to improvements in First Schedule, Part III. 169
10. Notice to quit 171
11. Agreement that a year's notice shall not be necessary ... 171
12. Notice of intention to remove fixtures 172
13. Notice of intention to purchase fixtures 172
14. Notice to quit for special purpose 172
15. Tenant's notice to give up the whole holding 173
16. Requisition for appraisement of distrained goods 173
17. Request to remove for sale distrained goods 173
18. Request for extension of time to replevy goods 174
19. Request for sale notwithstanding extension of time ... 174
20. Consent to early sale 174
21. General certificate of bailiff 175
22. Special certificate of bailiff 175
23. Consent of landlord for incoming to compensate outgoing tenant 175
24. Notice of tenant's intention to improve in last year of tenancy 176
25. Assent of landlord to improvement in last year of tenancy 176
26. Objection by landlord to improvement in last year of tenancy 177
27. Consent of landlord to treat holding as market garden ... 177
28. Agreement to arbitrate outside the Agricultural Holdings Acts 177
29. Tenant's claim for compensation 178
30. Tenant's claim for compensation for landlord's breach of covenant 178
31. Landlord's claim for compensation 179
32. Award 179
33. Agreement for two arbitrators 185

PAGE

34. Agreement adopting Arbitration Act, 1889 185
35. Application for land charge 186
36. Statutory declaration on applying for land charge ... 188
37. Joint appointment of arbitrator 188
38. Application to Board of Agriculture and Fisheries to appoint arbitrator 189
39. Appointment of substituted arbitrator 189
40. Consent to revoke arbitrator's appointment 190
41. Revocation of arbitrator's appointment 190
42. General Headings 190
43. Notice to arbitrator to act 191
44. Notice of arbitrator's appointment 191
45. Notice to appoint arbitrator 191
46. Appointment of umpire 193
47. Request to appoint umpire 193
48. Application to Board of Agriculture and Fisheries to appoint umpire 194
49. Enlargement of time for award 195
50. Notice that umpire must proceed with arbitration ... 195
51. Application to extend time to make award... 196
52. Consent of landlord to improvement on allotment or cottage garden 196
53. Joint appointment of arbitrators under Allotments and Cottage Gardens Compensation for Crops Act, 1887 ... 197
54. Application to justices to appoint arbitrators under Allotments and Cottage Gardens Compensation for Crops Act, 1887 197
55. Appointment by justices of arbitrators under Allotments and Cottage Gardens Compensation for Crops Act, 1887 197
56. Consent of arbitrators to act without remuneration ... 198
57. Notice of arbitrator that he will proceed in absence of either party... 198
58. Application for appointment or change of guardian ... 199
59. Affidavit on application for appointment or change of guardian 200
60. Consent of guardian to act 200
61. Application for order to state case 200
62. Application to remove arbitrator or set aside award ... 201
63. Application for order to pay compensation money ... 202
64. Notice to interested persons 203
65. Certificate of person or persons making award 204
66. Notice to produce documents before arbitrator 204
67. Agreement excluding custom... 205
68. General form of agreement 205

TABLE OF STATUTES.

		PAGE
57 Geo. 3, c. 97.	(Duchy of Lancaster), s. 25	35
2 Will. & M. c. 5.	(Sale of Goods Distrained)	...46, 47
6 & 7 Will. 4, c. 71.	(Tithe Commutation Act, 1836)	62
11 & 12 Vict. c. 43.	(Jervis's Act)	45
14 & 15 Vict. c. 25.	(Landlord & Tenant Act, 1851), s. 3	33
18 & 19 Vict. c. 12.	(Metropolis Management Act, 1855)	87
26 & 27 Vict. c. 49.	(Duchy of Cornwall Management Act, 1863), s. 8	37
27 & 28 Vict. c. 114.	(Improvement of Land Act, 1864), s. 9 ...	34
29 & 30 Vict. c. 62.	(Crown Lands Act, 1866), s. 1	34
38 & 39 Vict. c. 92.	(Agricultural Holdings (England) Act, 1875) :	57
39 & 40 Vict. c. 74.	(Agricultural Holdings (England) Act, 1875, Amendment Act, 1876)	57
42 & 43 Vict. c. 49.	(Summary Jurisdiction Act, 1879)	45
45 & 46 Vict. c. 75.	(Married Women's Property Act, 1882) ...	25
46 & 47 Vict. c. 61.	(Agricultural Holdings (England) Act, 1883) :	9—59
c. 62.	(Agricultural Holdings (Scotland) Act, 1883) :	76, 86
47 & 48 Vict. c. 43.	(Summary Jurisdiction Act, 1884)	45
49 & 50 Vict. c. 50.	(Removal Terms (Scotland) Act, 1886) ...	76
50 & 51 Vict. c. 26.	(Allotments and Cottage Gardens Compensation for Crops Act, 1887)	86—91
51 & 52 Vict. c. 21.	(Law of Distress Amendment Act, 1888) ...	44, 46—50
c. 43.	(County Courts Act, 1888)—	
	s. 73	...24, 45
	s. 120	45
	s. 147	44
c. 51.	(Land Charges Registration Act, 1888)	...62, 75
52 & 53 Vict. c. 20.	(The Agricultural Holdings (Scotland) Act, 1889)	86
c. 49.	(Arbitration Act, 1889)...	...74, 91
53 & 54 Vict. c. 57.	(Tenant's Compensation Act, 1890) ...	60—62
57 & 58 Vict. c. 13.	(Arbitration (Scotland) Act, 1894)	77
58 & 59 Vict. c. 24.	(Law of Distress Amendment Act, 1895) :	44, 50, 51
c. 27.	(Market Gardeners' Compensation Act, 1895)	63—66
60 & 61 Vict. c. 22.	(Market Gardeners' Compensation (Scotland) Act, 1897)	...77, 86
63 & 64 Vict. c. 50.	(Agricultural Holdings Act, 1900) ...	66—86
3 Edw. 7, c. 31.	(Board of Agriculture and Fisheries Act, 1903)	...28, 38

TABLE OF CASES.

PAGE

Barlow *v.* Teal (1885), 15 Q. B. D. 501 ; 54 L. J. Q. B. 564 ; 34 W. R. 54 ; 54 L. T. 63 ; 50 J. P. 100 32

Black *v.* Clay, [1894] A. C. 368 ; 71 L. T. 446 ... ...67, 72

Bradburn *v.* Foley (1878), 3 C. P. D. 129 ; 47 L. J. C. P. 331 ; 26 W. R. 423 ; 38 L. T. 421 ... ... 67, 105, 107

Bull, *Ex parte* (1887), 18 Q. B. D. 642 ; 56 L. J. Q. B. 270 ; 35 W. R. 455 ; 56 L. T. 571 ; 51 J. P. 710 42

Cooper *v.* Pearse, [1896] 1 Q. B. 562 ; 65 L. J. M. C. 95 ; 74 L. T. 495 ; 44 W. R. 494 ; 60 J. P. 282 ... ... 2, 4, 86

Davis *v.* Harris, [1900] 1 Q. B. 729 ; 69 L. J. Q. B. 232 ; 81 L. T. 780 ; 48 W. R. 445 ; 64 J. P. 136 44

Farquharson *v.* Morgan, [1894] 1 Q. B. 552 ; 63 L. J. Q. B. 474 ; 70 L. T. 152 ; 42 W. R. 306 ; 58 J. P. 495 73

Faviell *v.* Gaskoin (1852), 7 Ex. 273 ; 21 L. J. Ex. 85 105

Gas Light and Coke Co. *v.* Holloway (1885), 52 L. T. 434 ; 49 J. P. 344 ... ...20, 71

Gough *v.* Gough, [1891] 2 Q. B. 665 ; 60 L. J. Q. B. 726 ; 65 L. T. 110 ; 39 W. R. 593 ; 55 J. P. 807 ... . 5, 7, 28, 55, 57

Griffiths and Morris, *In re*, [1895] 1 Q. B. 866 ; 64 L. J. Q. B. 386 ; 72 L. T. 290 ; 43 W. R. 652 83

Hanmer *v.* King (1887), 57 L. T. 367 ; 51 J. P. 804 45

Holding *v.* Pigott (1831), 7 Bing. 465 105

Holmes and Formby, *In re*, [1895] 1 Q. B. 174 ; 64 L. J. Q. B. 391 ; 15 R. 114 ; 71 L. T. 842 ; 43 W. R. 265 ... ... 2, 73

Hutton *v.* Warren (1836), 1 M. & W. 466 ; 1 Tyr. & G. 646 ; 5 L. J. Ex. 234 105

Ingham *v.* Fenton (1893), 10 T. L. R. 113 26

King *v.* Eversfield, [1897] 2 Q. B. 475 ; 66 L. J. Q. B. 809 ; 77 L. T. 195 ; 46 W. R. 51 ; 61 J. P. 740 ; 41 Sol. J. 712 ... ...55, 64

PAGE

Lister *v.* Pearson (1903), Estates Gazette, October 17th, 1903 ... 82
Lloyd and Tooth, *In re*, [1899] 1 Q. B. 559; 68 L. J. Q. B. 376; 80 L. T. 394 ... ... 20, 23, 24, 71, 82, 91
London and Yorkshire Bank *v.* Belton (1885), 15 Q. B. D. 457 ... 44

Masters *v.* Green (1888), 20 Q. B. D. 807; 59 L. T. 476; 36 W. R. 591; 52 J. P. 597 44
Mears *v.* Callender, [1901] 2 Ch. 388; 70 L. J. Ch. 621; 84 L. T. 618; 49 W. R. 584; 65 J. P. 615 ... ... 11, 33, 65
Morley *v.* Carter, [1898] 1 Q. B. 8; 66 L. J. Q. B. 843; 77 L. T. 337; 46 W. R. 77 ... . 67, 72

Neptune S. N. Co. *v.* Sclater, [1895] P. 40; 64 L. J. P. 8; 71 L. T. 544; 43 W. R. 65 45
Newby *v.* Eckersley, [1899] 1 Q. B. 465; 68 L. J. Q. B. 261; 80 L. T. 314; 47 W. R. 245 ... ... 70, 105

Paul, *In re* (1889), 24 Q. B. D. 247; 59 L. J. Q. B. 30; 61 L. T. 835; 54 J. P. 644 ... ... 20, 67, 106
Pearson *v.* l'Anson, [1899] 2 Q. B. 618; 68 L. J. Q. B. 878; 81 L. T. 289; 48 W. R. 154; 63 J. P. 677 ... ... 11, 14, 70, 105

Sanders, *Re* (1885), 54 L. J. Q. B. 331; 52 L. T. 516; 49 J. P. 582 ... ... 49, 56
Schofield *v.* Hincks (1888), 58 L. J. Q. B. 147; 37 W. R. 157; 60 L. T. 573 ... ... 20, 56, 71
Senior *v.* Armytage (1816), Holt N. P. 197 105
Shrubb *v.* Lee (1888), 59 L. T. 376; 53 J. P. 52 23
Smith *v.* Acock (1884), 53 L. T. 230 58
Smith *v.* Callander, [1901] A. C. 297; 70 L. J. P. C. 53; 84 L. T. 801 65

Todd *v.* Bowie (1902), 4 F. 435, Ct. of Sess. Cas. 55

Van Grutten *v.* Trevenen, [1902] 2 K. B. 82; 71 L. J. K. B. 544; 87 L. T. 344; 50 W. R. 516 ... ... 26, 32

Webb *v.* Plummer (1819), 2 B. & Ald. 746; 21 R. R. 479 105
Wells *v.* Fletcher (1903), Estates Gazette, August 22nd, 1903: 26, 56, 84
Wilkinson *v.* Calvert (1878), 3 C. P. D. 360; 47 L. J. C. P. 679; 38 L. T. 813; 26 W. R. 829 32
Wrigglesworth *v.* Dallison (1779), Doug. 201 105

The Law of Compensation

FOR

UNEXHAUSTED

AGRICULTURAL IMPROVEMENTS.

CHAPTER I.

COMPENSATION UNDER STATUTE.

	PAGE
A.—*In general*	2
I. *Intention of Acts*	2
II. *Application of Acts*	3
(a) *As to tenants*	3
1. *Under the Agricultural Holdings (England) Acts*, 1883—1900	3
2. *Under the Allotments and Cottage Gardens Compensation for Crops Act*, 1887	3
(b) *As to holdings*	3
1. *Under the Agricultural Holdings (England) Acts*, 1883—1900	3
2. *Under the Allotments and Cottage Gardens Compensation for Crops Act*, 1887	3
(c) *As to improvements*	4
1. *Under the Agricultural Holdings (England) Acts*, 1883—1900	4
2. *Under the Allotments and Cottage Gardens Compensation for Crops Act*, 1887	4
(d) *As to landlords*	5
III. *General right to compensation*	5
IV. *Amount of compensation and determination thereof*...	5
V. *Fixtures*	6
VI. *Restrictions on landlords*	6
(a) *As to agreements*	6
(b) *As to penal rents and liquidated damages* ...	6

PAGE

VII. *Powers of landlord* 7
(a) *As to agreements* 7
(b) *As to charges*... 7
(c) *As to entry on holding* 7
(d) *As to counterclaims*... 7
VIII. *Procedure* 8
(a) *Claim for compensation* 8
(b) *Settlement of differences* 8
B.—*Agricultural Holdings (England) Act*, 1883 9
C.—*Tenants Compensation Act*, 1890... 60
D.—*Market Gardeners Compensation Act*, 1895 63
E.—*Agricultural Holdings Act*, 1900... 66
F.—*Allotments and Cottage Gardens Compensation for Crops Act*, 1887... 86
G.—*Statutory Rules and Orders* 91

A.—*In General.*

I. INTENTION OF ACTS.

It having been for many years recognised that there were and are many parts of England in which no sufficient compensation for his unexhausted improvements, and to which he is equitably entitled in respect of his outlay, is secured to the tenant, the "Agricultural Holdings (England) Acts, 1883 to 1900" (*a*), and the "Allotments and Cottage Gardens Compensation for Crops Act, 1887" (*b*), are respectively intended to compensate for his outlay an agricultural tenant or a market gardener, and the tenant of an allotment or cottage garden cultivated by a person for pleasure and not for the purposes of his business (*c*), and to provide a procedure for the ascertainment and recovery of such compensation (*d*). The Acts, however, are cumulative in their nature, and do

(*a*) These Acts comprise the Agricultural Holdings (England) Act, 1883 (46 & 47 Vict. c. 61); the Tenants Compensation Act, 1890 (53 & 54 Vict. c. 57); the Market Gardeners' Compensation Act, 1895 (58 & 59 Vict. c. 27); and the Agricultural Holdings Act, 1900 (63 & 64 Vict. c. 50).

(*b*) 50 & 51 Vict. c. 26.

(*c*) *Cooper* v. *Pearse*, [1896] 1 Q. B. 562.

(*d*) *In re Holmes and Formby*, [1895] 1 Q. B. 174.

not prejudicially affect the right of a tenant to claim compensation in respect of an improvement to which he may be entitled under any custom of the country or otherwise (*e*); but they do provide that no claim for compensation under the Agricultural Holdings (England) Acts shall be made for any matter or thing in respect of which a claim for compensation is made under the Allotments and Cottage Gardens Compensation for Crops Act, 1887, and that in a case where the provisions of these Acts conflict, the provisions of the latter Act shall prevail (*f*).

II. APPLICATION OF ACTS.

(a) As to Tenants.

1. *Under the Agricultural Holdings (England) Acts.*—The class of tenants to whom the Agricultural Holdings (England) Acts apply are those who are tenants from year to year, or for years, or for lives, or for lives and years, and the persons who represent any one of these four classes of tenants (*g*).

2. *Under the Allotments and Cottage Gardens Compensation for Crops Act*, 1887.—The tenant who can obtain the benefit of the Allotments and Cottage Gardens Compensation for Crops Act, 1887, may be a holder for any term, and the benefit accrues to the legal personal representative of a deceased tenant (*h*).

(b) As to Holdings.

1. *Under the Agricultural Holdings (England) Acts.*—The Acts apply to all holdings, agricultural or pastoral, or partly agricultural and partly pastoral, of whatever size, and also to all holdings of whatever size that are in whole or in part cultivated as market gardens, with the exception of holdings that are let to the tenant during his continuance in the lessor's employ (*i*).

2. *Under the Allotments and Cottage Gardens Compensation for Crops Act*, 1887.—The size of the holding

(*e*) 46 & 47 Vict. c. 61, s. 60.
(*f*) 50 & 51 Vict. c. 26, s. 18.
(*g*) 46 & 47 Vict. c. 61, s. 61.
(*h*) 50 & 51 Vict. c. 26, s. 4.
(*i*) 46 & 47 Vict. c. 61, s. 54.

under the Allotments and Cottage Gardens Compensation for Crops Act, 1887, must be not more than two acres in extent, and the holding must be cultivated for pleasure or food as a garden or as a farm, or partly as one and partly as the other, and not for the purposes of the tenant's business (*k*).

(c) As to Improvements.

1. *Under the Agricultural Holdings (England) Acts, 1883 to 1900.*—The improvements for which the tenant is entitled to compensation under these Acts are classified into improvements to which the consent of the landlord is required; improvements in respect of which previous notice must be given to the landlord; improvements in respect of which it is not necessary to obtain the consent of the landlord or to give notice to him (*l*).

With respect to the first class of improvements, the landlord has an absolute right to say whether he will or will not consent to have his property improved at his own cost, and, if so, on what terms the improvements shall be made; and any amount of compensation agreed upon will be the sum payable in lieu of compensation under the Acts (*m*).

With respect to the second class of improvement, on receipt of the notice the compensation may be agreed upon, and in this case it is substituted for compensation under the Acts; or, in default of an agreement, the compensation is to be fixed under the Acts (*n*).

As to the third class, the landlord need not be consulted about the improvement, or know the amount of compensation for which he is said to be liable, until a claim be made against him.

2. *Under the Allotments and Cottage Gardens Compensation for Crops Act, 1887.*—The improvements under this Act are divided into three classes: those for which the landlord's previous consent in writing has been obtained;

(*k*) 50 & 51 Vict. c. 26, s. 4. See also *Cooper* v. *Pearse*, [1896] 1 Q. B. 562.
(*l*) 63 & 64 Vict. c. 50, s. 1, and sched. 1.
(*m*) 46 & 47 Vict. c. 61, s. 3. (*n*) 46 & 47 Vict. c. 61, s. 4.

those to which the landlord has consented in writing; and those which the tenant has executed since taking his last crops in anticipation of a future crop (*o*).

(d) As to Landlords.

The landlord from whom compensation is to be received may be any person for the time being entitled to receive the rents and profits of any holding, or his executors (*p*). So, where the tenant held from a mortgagor, under a contract of tenancy that was not binding on the mortgagee, the tenant can recover from the mortgagee should he take possession of the holding (*q*).

III. GENERAL RIGHT TO COMPENSATION.

The tenant of a holding within the meaning of the Agricultural Holdings (England) Acts is entitled at the determination of his tenancy, on quitting his holding, to obtain compensation for any improvement comprised in the schedule to the Agricultural Holdings (England) Acts, 1883 to 1900 (*r*); and the tenant of a holding covered by the Allotments and Cottage Gardens Compensation for Crops Act, 1887, can obtain compensation for the improvements mentioned in that Act (*s*). In the case of either tenant, time is only an element in the value of the improvement to the incoming tenant: but the outgoing tenant must have complied with the statutory provisions.

IV. AMOUNT OF COMPENSATION AND DETERMINATION THEREOF.

The compensation is based not on the sum spent on the improvement to the outgoing tenant, but on the value of the improvement to an incoming tenant: but, in estimating the value, what is justly due to the inherent capabilities of the soil is not to be taken into account (*t*); but any benefits which the landlord has given or allowed the tenant

(*o*) 50 & 51 Vict. c. 26, s. 5.
(*p*) 46 & 47 Vict. c. 61, s. 61; 50 & 51 Vict. c. 26. See also *Gough* v. *Gough*, [1891] 2 Q. B. 665.
(*q*) 53 & 54 Vict. c. 57.
(*r*) 63 & 64 Vict. c. 50, s. 1 (1); 58 & 59 Vict. c. 27.
(*s*) 50 & 51 Vict. c. 26, s. 5.
(*t*) 63 & 64 Vict. c. 50, s. 1 (1).

in consideration of the improvement being executed by him shall be taken into account (*u*) ; and the value of any manure required by the contract of tenancy or by custom to be returned to the holding in respect of crops sold off or removed therefrom within the last two years of the tenancy or other less time for which the tenancy has lasted up to but not in excess of the value of the manure which would have resulted had the crops sold or removed been consumed on the holding (*x*).

V. FIXTURES.

A tenant who is not, under the Agricultural Holdings (England) Acts or otherwise, entitled to compensation for fixtures or buildings affixed, erected, or acquired by him on his holding, may remove them after the termination of his tenancy, on satisfying all his obligations to the landlord and upon giving one month's previous notice in writing of his intention so to do, but the removal must effect no avoidable damage, and all damage occasioned by the removal must be made good ; or, before the removal, the landlord may elect to purchase them (*y*).

VI. RESTRICTIONS ON LANDLORD.

(a) As to Agreements.

The landlord can make no agreement with his tenant that deprives him of all compensation under the Acts unless the agreement substitutes some other compensation therefor. Should he so do, the agreement, in so far as it is inconsistent with the Acts, is void both at law and in equity (*z*).

(b) As to Penal Rents and Liquidated Damages.

The landlord may not recover by distress or otherwise any penal rent or liquidated damages, provided for in the contract of tenancy, in the event of the tenant's breach or non-fulfilment of a covenant or condition (*a*).

(*u*) 63 & 64 Vict. c. 50, s. 1 (3).
(*x*) 63 & 64 Vict. c. 50, s. 1 (4).
(*y*) 46 & 47 Vict. c. 61, s. 34 ; 63 & 64 Vict. c. 50, s. 4.
(*z*) 46 & 47 Vict. c. 61, s. 55.
(*a*) 63 & 64 Vict. c. 50, s. 6.

VII. POWERS OF LANDLORD.

(a) As to Agreements.

The landlord may stipulate with regard to improvements that require his consent that the tenant shall make no improvement; that only certain improvements be made, and that they be paid for on terms agreed on; that the improvement be made only in a certain way, at a certain time and under certain conditions, and that the compensation shall not exceed an agreed sum.

(b) As to Charges.

The landlord or his executors may obtain from the Board of Agriculture and Fisheries a charge upon the holding to the extent of his or their interest therein, in respect of compensation paid by him or payable by them under the Acts, under custom, under agreement or otherwise, and so relieve themselves from any personal liability for its repayment; moreover, a landlord who is a fiduciary as to the holding may charge it to any extent for improvements thereon without any personal liability for the payment of the compensation attaching to him (*b*).

(c) As to Entry on Holding.

The landlord or any person authorised by him may at any reasonable time enter on the holding to view the state thereof (*c*).

(d) As to Counterclaims.

Where the landlord has a claim against the tenant, and the tenant has claimed compensation which is disputed, the landlord may on notice require that any arbitration with respect thereto shall determine the counterclaim (*d*); and any sum awarded to him may be recovered in accordance with the Acts (*e*).

(*b*) 46 & 47 Vict. c. 61, ss. 29—31; 63 & 64 Vict. c. 50, s. 3; *Gough* v. *Gough*, [1891] 2 Q. B. 665.
(*c*) 63 & 64 Vict. c. 50, s. 5.
(*d*) 63 & 64 Vict. c. 50, s. 2 (3).
(*e*) 63 & 64 Vict. c. 50, s. 2 (3); 46 & 47 Vict. c. 61, s. 24.

VIII. PROCEDURE.

(a) CLAIM FOR COMPENSATION.

In the procedure under the Agricultural Holdings (England) Acts, 1883—1900, the claim of the tenant for compensation in respect of any improvement comprised in the First Schedule must be made before the determination of the tenancy, or, if the tenancy terminate at different dates, it should be made before the tenant quits the part of the holding on which the improvement was executed (*f*). Moreover, where the tenant claims any sum from the landlord in respect of a breach of contract or otherwise in respect of his holding in addition to his claim for compensation for an improvement comprised in the First Schedule, and the latter claim has been referred to arbitration in accordance with the Acts, the tenant may require the further claim to be determined in the arbitration upon giving notice (*g*).

(b) SETTLEMENT OF DIFFERENCES.

Whether compensation for improvements comprised in the First Schedule to the Agricultural Holdings (England) Acts, 1883 to 1900, be claimed under those Acts or under custom, agreement, or otherwise, arbitration must settle any difference with respect thereto, either under the procedure prescribed by the Acts or under some previous agreement between the parties (*h*) : so, if the compensation be claimed in respect of an allotment or cottage garden, any difference must be settled by an arbitrator appointed by the parties or by the petty sessions of the division in which the holding is situate (*i*).

(*f*) 63 & 64 Vict. c. 50, s. 2 (2).
(*g*) 63 & 64 Vict. c. 50, s. 2 (3).
(*h*) 63 & 64 Vict. c. 50, s. 2 (1).
(*i*) 50 & 51 Vict. c. 26, ss. 7, 8.

B.—Agricultural Holdings (England) Act, 1883 (46 & 47 Vict. c. 61).

An Act for amending the Law relating to Agricultural Holdings in England. [25th August 1883.]

BE it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

1. General right of tenant to compensation.] *Subject as in this Act mentioned, where a tenant has made on his holding any improvement comprised in the First Schedule hereto, he shall, on and after the commencement of this Act, be entitled on quitting his holding at the determination of a tenancy to obtain from the landlord as compensation under this Act for such improvement such sum as fairly represents the value of the improvement to an incoming tenant : Provided always, that in estimating the value of any improvement in the First Schedule hereto there shall not be taken into account as part of the improvement made by the tenant what is justly due to the inherent capabilities of the soil.*

The above section was repealed by the Agricultural Holdings Act, 1900 (63 & 64 Vict. c. 50), s. 12, and s. 1 (1), (2), of the repealing Act substituted therefor. See *infra*, p. 66.

2. Restriction as to improvements before Act.] Compensation under this Act shall not be payable in respect of improvements executed before the commencement of this Act, with the exceptions following, that—

(1) Where a tenant has within ten years before the commencement of this Act made an improvement mentioned in the third part of the First Schedule hereto, and he is not entitled under any contract, or custom, or under the Agricultural Holdings (England) Act, 1875, to compensation in respect of such improvement ; or

(2) Where a tenant has executed an improvement mentioned in the first or second part of the said First Schedule within ten years previous to the commencement of this Act, and he is not entitled under any contract, or custom, or under the Agricultural Holdings (England) Act, 1875, to compensation in respect of such improvement, and the landlord within one year after the commencement of this Act declares in writing his consent to the making of such improvement, then such tenant on quitting his holding at the determination of a tenancy after the commencement of this Act may claim compensation under this Act in respect of such improvement in the same manner as if this Act had been in force at the time of the execution of such improvement.

References to the First Schedule in the above section must be construed as references to the First Schedule to the Agricultural Holdings Act, 1900 (63 & 64 Vict. c. 50). See *infra*, pp. 69, 78.

Improvements before the Act.—The Act by this section provides for compensation for improvements made before January 1st, 1884. If done before that date, no compensation is payable at all for such improvements, unless since January 1st, 1874, a tenant has boned land with undissolved bones, chalked land, burnt clay, clayed, limed or marled land, applied purchased manure, or consumed by cattle, sheep and pigs cake or feeding stuffs not produced on holding, and he is not otherwise legally entitled to any compensation for such improvement; or unless since January 1st, 1874, a tenant has done any drainage or any of the acts mentioned in the first part of the First Schedule, and the landlord gave his written consent thereto between January 1st, 1884, and January 1st, 1885; or unless since January 1st, 1874, the tenant did anything mentioned in the third part of the First Schedule. This section leaves the tenant a right to get compensation by any other legal means untouched.

Three ways of getting compensation are recognised—custom of the country, agreement between the parties, the Agricultural Holdings Act, 1875.

If consent were given, the claim will be made in the same way as any other claim under the Act. The compensation will only be payable on the tenant quitting, and it by no means follows that the landlord's consent will entitle the tenant to compensation. It will be for the valuer to say what is the value of the improvement to an incoming tenant; all the landlord's consent will do is to

bring the matter within the jurisdiction of a valuer appointed under the Act. The last part of the clause must be taken to apply to both the sub-sections, although at first sight it seems only applicable to the second.

3. Consent of landlord as to improvement in First Schedule, Part I.] Compensation under this Act shall not be payable in respect of any improvement mentioned in the first part of the First Schedule hereto, and executed after the commencement of this Act, unless the landlord, or his agent duly authorised in that behalf, has, previously to the execution of the improvement and after the passing of this Act, consented in writing to the making of such improvement, and any such consent may be given by the landlord unconditionally, or upon such terms as to compensation, or otherwise, as may be agreed upon between the landlord and the tenant, and in the event of any agreement being made between the landlord and the tenant, any compensation payable thereunder shall be deemed to be substituted for compensation under this Act.

References to the First Schedule in the above section must be construed as references to the First Schedule to the Agricultural Holdings Act, 1900 (63 & 64 Vict. c. 50). See *infra*, pp. 69, 78.

Duly authorised.—An agent, possessed of the fullest authority an agent can have in all matters that come within the term "management of an estate," has, where there is no limitation on his powers as manager, authority to agree to allow a tenant a particular kind of valuation for an improvement to which the landlord's consent is required in consideration that the value of the holding will be thereby enhanced (*Pearson* v. *I'Anson*, [1899] 2 Q. B. 618; 68 L. J. Q. B. 878; 81 L. T. 289; 48 W. R. 154; 63 J. P. 677).

Consent in writing.—A lease providing that the tenant may, during his term, at his own cost convert meadow land into an orchard, is a consent in writing within the section. If the conversion be made, the tenant is not deprived of his statutory right to compensation therefor, because he expressly contracts to leave the orchard without claiming compensation, and although the Agricultural Holdings Acts are excluded by the lease (*Mears* v. *Callender*, [1901] 2 Ch. 388; 70 L. J. Ch. 621; 84 L. T. 618; 49 W. R. 584; 65 J. P. 615).

Form of consent.—The consent must be in writing and signed by the landlord or his agent. It will not require a stamp unless

it be in the form of an agreement, which must bear the usual agreement stamp, and should be signed by the landlord or his agent. Form 1, *post*, Chap. IV.

Form of agreement.—Form 2, *post*, Chap. IV.

Power of landlord.—The landlord has the absolute right to say whether he will or will not pay for having his property improved, and on what terms the improvement shall be made. Unless the landlord, *before* the improvement be done, consent in writing to its execution, no compensation can be claimed except under custom.

4. Notice to landlord as to improvement in First Schedule, Part II.] Compensation under this Act shall not be payable in respect of any improvement mentioned in the second part of the First Schedule hereto, and executed after the commencement of this Act, unless the tenant has, not more than three months and not less than two months before beginning to execute such improvement, given to the landlord, or his agent duly authorised in that behalf, notice in writing of his intention so to do, and of the manner in which he proposes to do the intended work, and upon such notice being given, the landlord and tenant may agree on the terms as to compensation or otherwise on which the improvement is to be executed, and in the event of any such agreement being made, any compensation payable thereunder shall be deemed to be substituted for compensation under this Act, or the landlord may, unless the notice of the tenant is previously withdrawn, undertake to execute the improvement himself, and may execute the same in any reasonable and proper manner which he thinks fit, and charge the tenant with a sum not exceeding five pounds per centum per annum on the outlay incurred in executing the improvement, or not exceeding such annual sum payable for a period of twenty-five years as will repay such outlay in the said period, with interest at the rate of three per centum per annum, such annual sum to be recoverable as rent. In default of any such agreement or undertaking, and also in the event of the landlord failing to comply with his undertaking within a reasonable time, the tenant may execute the

improvement himself, and shall in respect thereof be entitled to compensation under this Act.

The landlord and tenant may, if they think fit, dispense with any notice under this section, and come to an agreement in a lease or otherwise between themselves in the same manner and of the same validity as if such notice had been given.

References to the First Schedule in the above section must be construed as references to the First Schedule to the Agricultural Holdings Act, 1900 (63 & 64 Vict. c. 50). See *infra*, pp. 69, 78.

Drainage is the only improvement mentioned in Part II. of the schedule referred to.

Ways in which drainage may be done.—1. The landlord and tenant may agree on the terms and mode of executing the work, how the expense is to be borne and the work done.

2. The tenant may give a written notice not more than three or less than two months before doing the work, specifying his intention to drain, the work proposed to be done, the way he proposes to do it; and unless the landlord takes some steps on the receipt of such notice, the tenant can do the work in the proposed way, and will be entitled to compensation on the termination of the tenancy.

3. On receipt of the notice, the parties may agree on the way the work is to be done, and how it is to be paid for.

4. On receipt of the notice, the landlord may agree to do the work, and charge the tenant £5 per cent. on the outlay, which will be payable as additional rent.

5. Or, on receipt of the notice, the landlord can agree to do the work and charge the tenant the cost, the tenant to repay such sum, with interest at £3 per cent., in twenty-five years by annual instalments, as an additional rent.

Before giving the notice a tenant must carefully consider his position as the drainage may entail a considerable increase to his rent.

Withdrawal of notice.—The tenant has power to withdraw a notice, if, before the work is begun, he objects to the terms on which the landlord proposes to do it, and the withdrawal of the notice may be made at any time before the tenant actually begins the work. It would be well to have the withdrawal in writing, but this is not legally necessary. A parol withdrawal would be sufficient.

Contents of notice.—The notice must be in writing, signed by the tenant; it should specify the exact work proposed to be done, and the manner in which it is proposed to do it, stating the depth of the drain, size of pipes, distance of the drains apart, etc. Great care must be taken in framing the notice as the tenant cannot depart from it in any way without raising a question as to whether he can claim for the drainage; for if the work is not

done in accordance with the notice, it follows that the notice did not fulfil the requirements of the section by specifying the manner in which the work was to be done, and would therefore be a bad notice, and no compensation would be payable. Care must also be taken as to the time, not more than three months or less than two months before the work is begun. Care must be taken to begin the work before the expiration of the third month after the notice given, or the notice will be void, and no compensation payable. "Months" means calendar months. The notice can be given to an agent having the general management of the estate (*Pearson* v. *l'Anson*, [1899] 2 Q. B. 618).

Landlord's undertaking.—No time is fixed for the landlord to come forward with his proposals, but it is clear he must do it within the three months, and should do so in the first two months, as in the third month the tenant may begin the work. The landlord's undertaking should be in writing, but it need not be so.

Agreement.—The agreement, if it is to be carried out at once, need not be in writing, but in all cases it would be better to have a written agreement, which will require a stamp. The agreement may provide any terms as to the drainage to which the tenant will assent. The Act will permit any agreement on the subject the parties choose to enter into.

Mode of executing work by landlord.—The landlord is not bound to follow the mode prescribed in the tenant's notice. He has perfect liberty to make the drains in any way he likes, so long only as he does the work in a reasonable and proper way. Whether he has done so or not will be a question for the valuer. The work must be done in a reasonable time, but it will be for the valuer to say in each case what is a reasonable time to do the work in.

Charge.—The landlord can get a charge from the Board of Agriculture and Fisheries for any sum he lays out in draining under this section. See s. 29, *infra*, p. 26.

Remedy of tenant.—Executing the work by the tenant on the landlord failing to comply with his undertaking is only an alternative remedy. The tenant could proceed to enforce the undertaking by action instead.

Form of notice.—See Form 3, *post*, Chap. IV.

Form of agreement.—See Form 4, *post*, Chap. IV.

Form of withdrawal.—See Form 5, *post*, Chap. IV.

Form of undertaking to execute works.—Form 6, *post*, Chap. IV.

Notice of charge for executing drainage.—Form 7, *post*, Chap. IV.

Agreement to dispense with notice.—The agreement may be contained in the lease, or it may be a special agreement on the subject. The landlord and tenant can make any terms they like as to the time in which and the person by whom the drainage will be done.

Agreement to dispense with notice.—Form 8, *post*, Chap. IV.

5. Reservation as to existing and future contracts of tenancy.] Where, in the case of a tenancy under a contract of tenancy current at the commencement of this Act, any agreement in writing or custom, or the Agricultural Holdings (England) Act, 1875, provides specific compensation for any improvement comprised in the First Schedule hereto, compensation in respect of such improvement, although executed after the commencement of this Act, shall be payable in pursuance of such agreement, custom, or Act of Parliament, and shall be deemed to be substituted for compensation under this Act.

Where in the case of a tenancy under a contract of tenancy beginning after the commencement of this Act, any particular agreement in writing secures to the tenant for any improvement mentioned in the third part of the First Schedule hereto, and executed after the commencement of this Act, fair and reasonable compensation, having regard to the circumstances existing at the time of making such agreement, then in such case the compensation in respect of such improvement shall be payable in pursuance of the particular agreement, and shall be deemed to be substituted for compensation under this Act.

The last preceding provision of this section relating to a particular agreement shall apply in the case of a tenancy under a contract of tenancy current at the commencement of this Act in respect of an improvement mentioned in the third part of the First Schedule hereto, specific compensation for which is not provided by any agreement in writing, or custom, or the Agricultural Holdings Act, 1875.

References to the First Schedule in the above section must be construed as references to the First Schedule to the Agricultural Holdings Act, 1900 (63 & 64 Vict. c. 50). See *infra*, pp. 69, 78.

Particular agreement.—Form 9, *post*, Chap. IV.

6. Regulations as to compensation for improvements.] *In the ascertainment of the amount of the compensation under this Act payable to the tenant in respect of any improvement there shall be taken into account in reduction thereof:*

(a) *Any benefit which the landlord has given or allowed to the tenant in consideration of the tenant executing the improvement; and*

(b) *In the case of compensation for manures the value of the manure that would have been produced by the consumption on the holding of any hay, straw, roots, or green crops sold off or removed from the holding within the last two years of the tenancy or other less time for which the tenancy has endured, except as far as a proper return of manure to the holding has been made in respect of such produce so sold off or removed therefrom; and*

(c) *Any sums due to the landlord in respect of rent or in respect of any waste committed or permitted by the tenant, or in respect of any breach of covenant or other agreement connected with the contract of tenancy committed by the tenant, also any taxes, rates, and tithe rentcharge due or becoming due in respect of the holding to which the tenant is liable as between him and the landlord.*

There shall be taken into account in augmentation of the tenant's compensation—

(d) *Any sum due to the tenant for compensation in respect of a breach of covenant or other agreement connected with a contract of tenancy and committed by the landlord.*

Nothing in this section shall enable a landlord to obtain under this Act compensation in respect of waste by the tenant or of breach by the tenant committed or permitted in relation to a matter of husbandry more than four years before the determination of the tenancy.

The above section was repealed by the Agricultural Holdings Act, 1900 (63 & 64 Vict. c. 50), s. 12, and ss. 1 (3), (4), 2 (3) of the repealing Act substituted therefor. See *infra*, pp. 69, 72.

7. Notice of intended claim.] *A tenant claiming compensation under this Act shall, two months at least before the determination of the tenancy, give notice in writing to the landlord of his intention to make such claim.*

Where a tenant gives such notice, the landlord may before the determination of the tenancy, or within fourteen days thereafter, give a counter-notice in writing to the tenant of his intention to make a claim in respect of any waste or any breach of covenant or other agreement.

Every such notice and counter-notice shall state, as far as reasonably may be, the particulars and amount of the intended claim.

8. Compensation agreed or settled by reference.] *The landlord and the tenant may agree on the amount and mode and time of payment of compensation to be paid under this Act.*

If in any case they do not so agree the difference shall be settled by a reference.

9. Appointment of referee or referees and umpire.] *Where there is a reference under this Act, a referee, or two referees and an umpire, shall be appointed as follows:*

(1) *If the parties concur, there may be a single referee appointed by them jointly:*

(2) *If before award the single referee dies or becomes incapable of acting, or for seven days after notice from the parties, or either of them, requiring him to act, fails to act, the proceedings shall begin afresh, as if no referee had been appointed:*

(3) *If the parties do not concur in the appointment of a single referee, each of them shall appoint a referee:*

(4) *If before award one of two referees dies or becomes incapable of acting, or for seven days after notice from either party requiring him to act, fails to act, the party appointing him shall appoint another referee:*

(5) *Notice of every appointment of a referee by either party shall be given to the other party:*

(6) *If for fourteen days after notice by one party to the other to appoint a referee, or another referee, the*

other party fails to do so, then, on the application of the party giving notice, the county court shall within fourteen days appoint a competent and impartial person to be a referee :

(7) *Where two referees are appointed, then (subject to the provisions of this Act) they shall before they enter on the reference appoint an umpire :*

(8) *If before award an umpire dies or becomes incapable of acting, the referees shall appoint another umpire :*

(9) *If for seven days after request from either party the referees fail to appoint an umpire, or another umpire, then, on the application of either party, the county court shall within fourteen days appoint a competent and impartial person to be the umpire :*

(10) *Every appointment, notice, and request under this section shall be in writing.*

10. Requisition for appointment of umpire by Land Commissioners, etc.] *Provided that, where two referees are appointed, an umpire may be appointed as follows :*

(1) *If either party, on appointing a referee, requires, by notice in writing to the other, that the umpire shall be appointed by the Land Commissioners for England, then the umpire, and any successor to him, shall be appointed, on the application of either party, by those commissioners.*

(2) *In every other case, if either party on appointing a referee requires, by notice in writing to the other, that the umpire shall be appointed by the county court, then, unless the other party dissents by notice in writing therefrom, the umpire, and any successor to him, shall on the application of either party be so appointed, and in case of such dissent the umpire, and any successor to him, shall be appointed, on the application of either party, by the Land Commissioners for England.*

11. Exercise of powers of county court.] *The powers of the county court under this Act relative to the appointment of a referee or umpire shall be exerciseable by the judge of the court having jurisdiction, whether he is without or within his district, and may, by consent of the parties, be exercised by the registrar of the court.*

12. Mode of submission to reference.] *The delivery to a referee of his appointment shall be deemed a submission to a reference by the party delivering it; and neither party shall have power to revoke a submission, or the appointment of a referee, without the consent of the other.*

13. Power for referee, etc. to require production of documents, administer oaths, etc.] *The referee or referees or umpire may call for the production of any sample, or voucher, or other document, or other evidence which is in the possession or power of either party, or which either party can produce, and which to the referee or referees or umpire seems necessary for determination of the matters referred, and may take the examination of the parties and witnesses on oath, and may administer oaths and take affirmations; and if any person so sworn or affirming wilfully and corruptly gives false evidence he shall be guilty of perjury.*

14. Power to proceed in absence.] *The referee or referees or umpire may proceed in the absence of either party where the same appears to him or them expedient, after notice given to the parties.*

15. Form of award.] *The award shall be in writing, signed by the referee or referees or umpire.*

16. Time for award of referee or referees.] *A single referee shall make his award ready for delivery within twenty-eight days after his appointment.*

Two referees shall make their award ready for delivery within twenty-eight days after the appointment of the last appointed of them, or within such extended time (if any) as they from time to time jointly fix by writing under their

hands, so that they make their award ready for delivery within a time not exceeding in the whole forty-nine days after the appointment of the last appointed of them.

The sections relating to procedure (ss. 7—16) were repealed by the Agricultural Holdings Act, 1900 (63 & 64 Vict. c. 50), s. 12, and s. 2 of the repealing Act substituted therefor. See *infra*, pp. 71, 78.

For decisions on the repealed sections, see *In re Paul* (1889), 24 Q. B. D. 247; 59 L. J. Q. B. 30; 61 L. T. 835; 54 J. P. 644; *In re Lloyd and Tooth*, [1899] 1 Q. B. 559; 68 L. J. Q. B. 376; 80 L. T. 394; *Gas Light and Coke Co.* v. *Holloway* (1885), 52 L. T. 434; 49 J. P. 344; *Schofield* v. *Hincks* (1888), 58 L. J. Q. B. 147; 37 W. R. 157. See also 63 & 64 Vict. c. 50, s. 2, *infra*, pp. 71—74.

17. Award in respect of compensation under ss. 3, 4, and 5.] In any case provided for by sections three, four, or five, if compensation is claimed under this Act, such compensation as under any of those sections is to be deemed to be substituted for compensation under this Act, if and so far as the same can, consistently with the terms of the agreement, if any, be ascertained by the referees or the umpire, shall be awarded in respect of any improvements thereby provided for, *and the award shall, when necessary, distinguish such improvements and the amount awarded in respect thereof; and an award given under this section shall be subject to the appeal provided by this Act.*

The italicized portion of the above section was repealed by the Agricultural Holdings Act, 1900 (63 & 64 Vict. c. 50), s. 12. See *infra*, p. 78.

Appeal from award.—The award of the arbitrator is final (63 & 64 Vict. c. 50, sched. II., pt. 1, r. 11); but, where any question of law is involved in an arbitration under the Acts, the arbitrator may, and must when so directed by the judge of a county court, state a case for the opinion of that judge on such question (63 & 64 Vict. c. 50, sched. II., pt. 1, r. 9), and the opinion is final in the absence of an appeal therefrom in accordance with R.S.C., Order LVIII., r. 20 (63 & 64 Vict. c. 50, s. 2 (6)). See *infra*, p. 73.

Meaning of section.—This section is rather obscurely worded, but the meaning seems to be that any compensation agreed upon, for improvements to which the landlord has consented (s. 3), for drainage done by the tenant (s. 4), or for improvements, that the tenant may make without restriction (s. 5), must be awarded by the arbitrator, provided it can, "consistently with the terms of the agreement, be ascertained." Assume that the arbitrator holds

it cannot be so ascertained, can he set the agreement aside and proceed to ascertain the compensation wholly irrespective of the agreement, and as if no such agreement existed? It would seem that he can. The section implies that the tenant is to be compensated for the improvements in any case: if the compensation can be ascertained consistently with the terms of the agreement, then that compensation is to be given; but if it cannot, then the arbitrator is still to award compensation, as the section would seem to give the arbitrator power to award compensation in any case.

18. Reference to and award by umpire.] *Where two referees are appointed and act, if they fail to make their award ready for delivery within the time aforesaid, then, on the expiration of that time, their authority shall cease, and thereupon the matters referred to them shall stand referred to the umpire.*

The umpire shall make his award ready for delivery within twenty-eight days after notice in writing given to him by either party or referee of the reference to him, or within such extended time (if any) as the registrar of the county court from time to time appoints, on the application of the umpire or of either party, made before the expiration of the time appointed by or extended under this section.

19. Award to give particulars.] *The award shall not award a sum generally for compensation, but shall, so far as possible, specify—*

(a) *The several improvements, acts, and things in respect whereof compensation is awarded, and the several matters and things taken into account under the provisions of this Act in reduction or augmentation of such compensation;*

(b) *The time at which each improvement, act, or thing was executed, done, committed, or permitted;*

(c) *The sum awarded in respect of each improvement, act, matter, and thing; and*

(d) *Where the landlord desires to charge his estate with the amount of compensation found due to the tenant, the time at which, for the purposes of such*

charge, each improvement, act, or thing in respect of which compensation is awarded is to be deemed to be exhausted.

20. Costs of reference.] *The costs of and attending the reference, including the remuneration of the referee or referees and umpire, where the umpire has been required to act, and including other proper expenses, shall be borne and paid by the parties in such proportion as to the referee or referees or umpire appears just, regard being had to the reasonableness or unreasonableness of the claim of either party in respect of amount, or otherwise, and to all the circumstances of the case.*

The award may direct the payment of the whole or any part of the costs aforesaid by the one party to the other.

The costs aforesaid shall be subject to taxation by the registrar of the county court, on the application of either party, but that taxation shall be subject to review by the judge of the county court.

21. Day for payment.] *The award shall fix a day, not sooner than one month after the delivery of the award, for the payment of money awarded for compensation, costs, or otherwise.*

22. Submission not to be removable, etc.] *A submission or award shall not be made a rule of any court, or be removable by any process into any court, and an award shall not be questioned otherwise than as provided by this Act.*

23. Appeal to county court.] *Where the sum claimed for compensation exceeds one hundred pounds, either party may, within seven days after delivery of the award, appeal against it to the judge of the county court on all or any of the following grounds:*

(1) *That the award is invalid;*

(2) *That the award proceeds wholly or in part upon an improper application of or upon the omission properly to apply the special provisions of sections three, four, or five of this Act;*

(3) *That compensation has been awarded for improvements, acts, or things, breaches of covenants or agreements, or for committing or permitting waste, in respect of which the party claiming was not entitled to compensation;*

(4) *That compensation has not been awarded for improvements, acts, or things, breaches of covenants or agreements, or for committing or permitting waste, in respect of which the party claiming was entitled to compensation;*

and the judge shall hear and determine the appeal, and may, in his discretion, remit the case to be reheard as to the whole or any part thereof by the referee or referees or umpire, with such directions as he may think fit.

If no appeal is so brought, the award shall be final.

The decision of the judge of the county court on appeal shall be final, save that the judge shall, at the request of either party, state a special case on a question of law for the judgment of the High Court of Justice, and the decision of the High Court on the case, and respecting costs and any other matter connected therewith, shall be final, and the judge of the county court shall act thereon.

The above sections were repealed by the Aricultural Holdings Act, 1900 (63 & 64 Vict. c. 50), s. 12, and s. 2 of the repealing Act substituted therefor. See *infra*, pp. 71, 78.

As to decisions on the repealed sections, see *In re Lloyd and Tooth*, [1899] 1 Q. B. 559; 68 L. J. Q. B. 376; 80 L. T. 394; *Shrubb* v. *Lee* (1888), 59 L. T. 376; 53 J. P. 52.

24. Recovery of compensation.] Where any money agreed or awarded *or ordered on appeal* to be paid for compensation, costs, or otherwise, is not paid within fourteen days after the time when it is agreed or awarded *or ordered* to be paid, it shall be recoverable, upon order made by the judge of the county court, as money ordered by a county court under its ordinary jurisdiction to be paid is recoverable.

The italicized portions were repealed by the Agricultural Holdings Act, 1900 (63 & 64 Vict. c. 50), s. 12. See *infra*, p. 78.

Proceedings for recovery of money agreed to be paid are by action in a county court commenced by plaint and summons in the ordinary way (County Courts Act, 1888, s. 73). The plaintiff must file particulars of demand that state concisely the nature of his claim or the dispute, and the relief or order claimed: County Court Rules, Order XL., r. 8. See *infra*, p. 102.

Money due under any award could, it is presumed, be recovered under this section, even if the arbitration is not under the Act. But see *In re Lloyd and Tooth*, [1899] 1 Q. B. 559.

Application for recovery of money awarded to be paid for compensation, costs or otherwise, must be made in court on written notice; and the applicant must produce to the registrar either the original award or its duplicate and file a copy thereof, with an affidavit verifying the award, copy, and the amount still due (County Court Rules, Order XL., r. 7 (1)). *Where the applicant seeks to recover money awarded for costs*, the affidavit must state the agreed or taxed amount thereof, and that a demand for payment, with (where there was taxation) a certified copy of the result of the taxation, was served on the other side at least fourteen days before application was made; service of the demand may be effected under s. 28 of the Agricultural Holdings (England) Act, 1883 (County Court Rules, Order XL., r. 7 (2)). *The application must be marked with a reference number* by the registrar (County Court Rules, Order XL., r. 7 (3)). The applicant must *serve a copy of the application and affidavit* on his opponent and prove service (County Court Rules, Order XL., r. 7 (4)). *The judge's order on the application* is to be settled and signed by the registrar, who must seal, file, and cause a signed copy thereof to be served on all persons affected thereby (County Court Rules, Order XL., r. 7 (5)). As to Order XL., referred to herein, see *infra*, pp. 91 *et seq.*

25. Appointment of guardian.] Where a landlord or tenant is an infant without a guardian, or is of unsound mind, not so found by inquisition, the county court, on the application of any person interested, may appoint a guardian of the infant or person of unsound mind for the purposes of this Act, and may change the guardian if and as occasion requires.

The application for appointment of or change of guardian, when made *ex parte*, must be made in accordance with County Court Rules, Order XII., r. 11, and be supported by affidavit and accompanied by the written consent of the proposed guardian to act as such. An application, however, for the appointment, if made by some other interested person, must be made to the judge of a county court on written notice, which, with a copy of the affidavit in support of the application, must be served at least three clear days before the day named for hearing on the person having charge of the infant or person of unsound mind, and if the infant does not reside with or under the care of his or her father or guardian

on the father or guardian, though the latter service may be dispensed with by the registrar; the service may be effected under s. 28 of the Agricultural Holdings (England) Act, 1883 (as to which see *infra*, p. 26). *An application for removal or change* of guardian must be made to the judge on written notice served on the guardian proposed to be removed or changed, or his solicitor. County Court Rules, Order XL., r. 1, as to which see *infra*, p. 91.

26. Provisions respecting married women.] Where the appointment of a person to act as the next friend of a married woman is required for the purposes of this Act, the county court may make such appointment, and may remove or change that next friend if and as occasion requires.

A woman married before the commencement of the Married Women's Property Act, 1882, entitled for her separate use to land, her title to which accrued before such commencement as aforesaid, and not restrained from anticipation, shall, for the purposes of this Act, be in respect of land as if she was unmarried.

Where any other woman married before the commencement of the Married Women's Property Act, 1882, is desirous of doing any act under this Act in respect of land, her title to which accrued before such commencement as aforesaid, her husband's concurrence shall be requisite, and she shall be examined apart from him by the county court, or by the judge of the county court for the place where she for the time being is, touching her knowledge of the nature and effect of the intended act, and it shall be ascertained that she is acting freely and voluntarily.

27. Costs in county court.] The cost of proceedings in the county court under this Act shall be in the discretion of the court.

The Lord Chancellor may from time to time prescribe a scale of costs for those proceedings, and of costs to be taxed by the registrar of the court.

The section applies to proceedings brought to recover money agreed or awarded to be paid for compensation, costs, or otherwise, for the appointment or change of guardian, for the appointment, removal or change of the next friend of a married woman, for the removal of an arbitrator for misconduct, for the opinion of the

judge of a county court on a case stated by an arbitrator, for the setting aside of an award or arbitration improperly procured or where there has been misconduct on the part of an arbitrator, or for the taxation of costs of and incidental to an arbitration and award. Scales of costs were prescribed by the Lord Chancellor on November 27th, 1900. See *infra*, p. 102.

28. Service of notice, etc.] Any notice, request, demand, or other instrument under this Act may be served on the person to whom it is to be given, either personally or by leaving it for him at his last known place of abode in England, or by sending it through the post in a registered letter addressed to him there ; and if so sent by post it shall be deemed to have been served at the time when the letter containing it would be delivered in ordinary course ; and in order to prove service by letter it shall be sufficient to prove that the letter was properly addressed and posted, and that it contained the notice, request, demand, or other instrument to be served.

A notice to quit may be served in accordance with the above section (*Van Grutten* v. *Trevenen*, [1902] 2 K. B. 82 ; 71 L. J. K. B. 544 ; 87 L. T. 344 ; 50 W. R. 516).

Service of notice.—Care must be taken that notices are duly served, for if either party prove a want of knowledge of the notice, and no reasonable means of obtaining such knowledge, any proceedings taken in default of notice will in all probability be set aside. All notices should be in duplicate, so that, if necessary, the service of a copy of the notice may be duly proved. Proof of the service of a notice is not sufficient to make *ex parte* proceedings valid, the service of the actual notice must be proved.

A general agent entrusted with the management of an estate has *primâ facie* authority to receive for the landlord any notice under the Acts (*Ingham* v. *Fenton* (1893), 10 T. L. R. 113).

Service on the solicitor will probably be good where there are legal proceedings.

Known place of abode.—Where a landlord's only known address was that of his solicitor, it was held by His Honour Judge STEAVENSON that service of a tenant's claim for compensation on the landlord's solicitor was good (*Wells* v. *Fletcher* (1903), Estates Gazette, August 22nd, 1903).

29. Power for landlord on paying compensation to obtain charge.] A landlord, on paying to the tenant the amount due to him in respect of compensation under this Act, or in respect of compensation authorised by this Act

to be substituted for compensation under this Act, or on expending such amount as may be necessary to execute an improvement under the second part of the First Schedule hereto, after notice given by the tenant of his intention to execute such improvement in accordance with this Act, shall be entitled to obtain from the county court a charge on the holding, or any part thereof, to the amount of the sum so paid or expended.

The court shall, on proof of the payment or expenditure, and on being satisfied of the observance in good faith by the parties of the conditions imposed by this Act, make an order charging the holding, or any part thereof, with repayment of the amount paid or expended, with such interest, and by such instalments, and with such directions for giving effect to the charge, as the court thinks fit.

But, where the landlord obtaining the charge is not absolute owner of the holding for his own benefit, no instalment or interest shall be made payable after the time when the improvement in respect whereof compensation is paid will, *where an award has been made, be taken to have been exhausted according to the declaration of the award, and in any other case after the time when any such improvement will* in the opinion of the court, after hearing such evidence (if any) as it thinks expedient, have become exhausted.

The instalments and interest shall be charged in favour of the landlord, his executors, administrators and assigns.

The estate or interest of any landlord holding for an estate or interest determinable or liable to forfeiture by reason of his creating or suffering any charge thereon shall not be determined or forfeited by reason of his obtaining a charge under this Act, anything in any deed, will, or other instrument to the contrary thereof notwithstanding.

Capital money arising under the Settled Land Act, 1882, may be applied in payment of any moneys expended and costs incurred by a landlord under or in pursuance of this Act in or about the execution of any improvement

mentioned in the first or second parts of the schedule hereto, as for an improvement authorised by the said Settled Land Act; and such money may also be applied in discharge of any charge created on a holding under or in pursuance of this Act in respect of any such improvement as aforesaid, as in discharge of an incumbrance authorised by the said Settled Land Act to be discharged out of such capital money.

Charges are to be obtained from the Board of Agriculture and Fisheries, and not the county court (Agricultural Holdings Act, 1900, s. 3 (1); 3 Edw. 7, c. 31). See *infra*, p. 74.

A certificate of the amount to be charged and the term for which the charge may be made, must be made by the person making the award, at the request and cost of the party entitled to obtain the charge (Agricultural Holdings Act, 1900, s. 3 (2)). See *infra*, p. 74.

Compensation under custom or agreement or the Agricultural Holdings Acts may be charged, if for an improvement comprised in the First Schedule to the Agricultural Holdings Act, 1900, s. 3 (3). See *infra*, p. 75.

The charge is a "land charge" within the meaning of the Land Charges Registration and Searches Act, 1888 (51 & 52 Vict. c. 51), and may be registered (Agricultural Holdings Act, 1900, s. 3 (4)). See *infra*, p. 75. If not registered, the charge would be void as against a purchaser for value.

The executors of a tenant for life, who during his lifetime had proceedings for compensation commenced against him but who died before payment of the compensation awarded, may obtain a charge upon the holding in respect of the amount of such compensation paid by them (*Gough* v. *Gough*, [1891] 2 Q. B. 665; 60 L. J. Q. B. 726; 65 L. T. 110; 39 W. R. 593; 55 J. P. 807).

The effect of the provision as to non-forfeiture by creating the charge, will be that a landlord and tenant by agreeing to execute a series of improvements, and settling the terms of compensation, will be able to defeat the settlor's intention. If the settlor intended an unincumbered estate to go to those in remainder, and the tenant for life to do the improvements out of the income, the tenant for life will not be bound to lay out any of his own money; the tenancy may not come to an end in his lifetime, and his son will be saddled with incumbrances that may, or may not, add to the permanent value of the property, to an amount that may take the greater part or the whole of the rental.

Procedure for obtaining charges, *infra*, p. 75.

30. Incidence of charge.] The sum charged by the order of a county court under this Act shall be a charge

on the holding, or the part thereof charged, for the landlord's interest therein, and for all interests therein subsequent to that of the landlord; but so that the charge shall not extend beyond the interest of the landlord, his executors, administrators, and assigns, in the tenancy where the landlord is himself a tenant of the holding.

The Board of Agriculture is substituted for the county court by s. 3 (1) of the Agricultural Holdings Act, 1900 (63 & 64 Vict. c. 50).

Compensation claimed under custom or agreement as well as that claimed under the Agricultural Holdings Acts, may be charged, if paid by or due from a landlord, for an improvement comprised in the First Schedule to the Agricultural Holdings Act, 1900 (63 & 64 Vict. c. 50), s. 3 (3). As to which, see *infra*, p. 75.

31. Provision in case of trustee.] Where the landlord is a person entitled to receive the rents and profits of any holding as trustee, or in any character otherwise than for his own benefit, the amount due from such landlord in respect of compensation under this Act, or in respect of compensation authorised by this Act to be substituted for compensation under this Act, shall be charged and recovered as follows and not otherwise; (that is to say,)

(1) The amount so due shall not be recoverable personally against such landlord, nor shall he be under any liability to pay such amount, but the same shall be a charge on and recoverable against the holding only.

(2) Such landlord shall, either before or after having paid to the tenant the amount due to him, be entitled to obtain from the county court a charge on the holding to the amount of the sum required to be paid or which has been paid, as the case may be, to the tenant.

(3) If such landlord neglect or fail within one month after the tenant has quitted his holding to pay to the tenant the amount due to him, then after the expiration of such one month the tenant shall be entitled to obtain from the county court in

favour of himself, his executors, administrators, and assigns, a charge on the holding to the amount of the sum due to him, and of all costs properly incurred by him in obtaining the charge or in raising the amount due thereunder.

(4) The court shall on proof of the tenant's title to have a charge made in his favour make an order charging the holding with payment of the amount of the charge, including costs, in like manner and form as in case of a charge which a landlord is entitled to obtain.

The powers and duties of the county court are now exercised by the Board of Agriculture (63 & 64 Vict. c. 50, s. 3 (1)).

Custom, agreement or the Acts may be the basis of the claim to compensation for an improvement comprised in the First Schedule to the Agricultural Holdings Act, 1900, for which a charge is obtained (Agricultural Holdings Act, 1900 (63 & 64 Vict. c. 50), s. 3 (3)). See *infra*, p. 75.

A mortgagee in possession is a landlord within the meaning of this section. See Tenants Compensation Act, 1890 (53 & 54 Vict. c. 57), s. 2, *infra*, p. 60.

Effect of section.—This section is designed to meet the case of persons who are not the beneficial owners of land, and it enables them to charge the land to any extent for improvements without incurring any personal liability whatever. The Act distinctly provides that in their case the only way of obtaining payment is the way mentioned in this section, and it would seem there is in such case no one personally liable to pay, accordingly, as most of the land in the country is vested in trustees, the charge for compensation will not generally be a charge that creates any personal liability. The result will be that if the holding was sold and did not realize the amount charged, the owners, however rich they might be, would not be liable to pay a penny. The trustee, as soon as he knows what he has to pay, can get a charge on the holding for the amount. The Act is silent as to the person in whose favour the charge is to be made, whether in favour of the trustee or the person who advances the money. It also is silent as to the evidence that is to be required before such a charge is made, and there is no discretion or power to go into the matter, the charge must be granted; and it does not say, although it must be implied, that the trustees would have power to assign the charge. It does not state, as in the case of the beneficial landlord, that the charge is to be made payable to the landlord, his executors, administrators and assigns.

If the landlord does not pay the tenant for a month after he has quitted his holding, the tenant can get a charge himself for the compensation and costs of obtaining and raising the charge.

This it appears the tenant can do *ex parte*, without notice to anyone, as within one month from leaving the holding he can apply for a charge for the sum due to him. If the tenant proves his title he will be able, as soon as the award is delivered, to get a charge and his costs. The charge may be for repayment by instalments, or as the Board of Agriculture and Fisheries thinks fit; and the tenant may possibly be able at once to enforce the provisions of the Conveyancing Act against the landlord.

There seems to be no provision for setting aside a charge, even if improperly obtained, or of compelling a tenant to be paid off; as there is no mortgagor, the precise position of a hostile tenant, who obtains a charge on his landlord's estate, is one that the High Court alone can determine; at least he will be able to put his landlord to considerable cost, as the rule of a mortgagee getting his costs may be applied, and he certainly can cause much annoyance.

32. Advance made by a company.] Any company now or hereafter incorporated by Parliament, and having power to advance money for the improvement of land, may take an assignment of any charge made by a county court under the provisions of this Act, upon such terms and conditions as may be agreed upon between such company and the person entitled to such charge; and such company may assign any charge so acquired by them to any person or persons whomsoever.

For "county court" read "Board of Agriculture and Fisheries."—63 & 64 Vict. c. 50, s. 3 (1). See *supra*, pp. 26—31, and *infra*, p. 74.

33. Time of notice to quit.] Where a half year's notice, expiring with a year of tenancy is by law necessary and sufficient for determination of a tenancy from year to year, in the case of any such tenancy under a contract of tenancy made either before or after the commencement of this Act, a year's notice so expiring shall by virtue of this Act be necessary and sufficient for the same, unless the landlord and tenant of the holding, by writing under their hands, agree that this section shall not apply, in which case a half year's notice shall continue to be sufficient; but nothing in this section shall extend to a case where the tenant is adjudged bankrupt, or has filed a petition for a composition or arrangement with his creditors.

Service of notice to quit.—Section 28, *supra*, p. 26, is applicable to service of notice to quit: Thus service of notice to quit is good,

if the notice be sent to a tenant in a registered letter addressed to him at his place of abode, notwithstanding that the addressee refuses to sign the receipt for the letter when it is offered to him, and that the postman in consequence of the refusal takes the letter back to the post office (*Van Grutten* v. *Trevenen*, [1902] 2 K. B. 82; 71 L. J. K. B. 544; 87 L. T. 344; 50 W. R. 516).

Notice to quit.—Form 10, *post*, Chap. IV.

Non-application of section.—Wherever there is an express contract as to the time of quitting, or as to the mode of giving notice to quit, the section does not apply (*Barlow* v. *Teal* (1885), 15 Q. B. D. 501, citing *Wilkinson* v. *Calvert* (1878), 3 C. P. D. 360).

Exclusion of section.—Form 11, *post*, Chap. IV.

34. Tenant's property in fixtures, machinery, etc.] Where after the commencement of this Act a tenant affixes to his holding any engine, machinery, fencing, or other fixture, or erects any building for which he is not under this Act or otherwise entitled to compensation, and which is not so affixed or erected in pursuance of some obligation in that behalf or instead of some fixture or building belonging to the landlord, then such fixture or building shall be the property of and be removable by the tenant before or within a reasonable time after the termination of the tenancy.

Provided as follows:

1. Before the removal of any fixture or building the tenant shall pay all rent owing by him, and shall perform or satisfy all other his obligations to the landlord in respect to the holding:
2. In the removal of any fixture or building the tenant shall not do any avoidable damage to any other building or other part of the holding:
3. Immediately after the removal of any fixture or building the tenant shall make good all damage occasioned to any other building or other part of the holding by the removal:
4. The tenant shall not remove any fixture or building without giving one month's previous notice in writing to the landlord of the intention of the tenant to remove it:

5. At any time before the expiration of the notice of removal the landlord, by notice in writing given by him to the tenant, may elect to purchase any fixture or building comprised in the notice of removal, and any fixture or building thus elected to be purchased shall be left by the tenant, and shall become the property of the landlord, who shall pay the tenant the fair value thereof to an incoming tenant of the holding; and any difference as to the value shall be settled by a reference under this Act, as in case of compensation (but without appeal).

Acquired fixtures are within the section (63 & 64 Vict. c. 50, s. 4). See *infra*, p. 75.

Fixtures will, of course, only mean something *ejusdem generis* with engines, machinery, or fencing, not all fixtures of any kind, and the right an agricultural tenant had, under the Landlord and Tenant Act, 1851 (14 & 15 Vict. c. 25), s. 3, of removing buildings erected by him with the landlord's consent, is extended to fencing. As these fixtures are the property of the tenant they can be taken in a distress for rent, or under an execution, and sold; while, if they had been the landlord's, this could not have been done. On an assignment of the lease they would not pass, but would have to be separately enumerated, and would make the deed, so far as related to them, a bill of sale.

Removal of trade fixtures.—A glass house erected by a nurseryman for the purpose of carrying on his trade may be removed by the tenant at common law, notwithstanding the provisions of the above section are expressly excluded by his lease, since his common law rights are preserved by s. 60 of the Agricultural Holdings (England) Act, 1883 (see *infra*, p. 54). Neither is he precluded from removal by a covenant "to leave gratis" for the landlord "all improvements made by the tenant" in consideration of "no claim being made by the landlord for similar matters" on entry, since the expression "similar matters" was not applicable to extensive houses of the nature of trade fixtures (*Mears* v. *Callender*, [1901] 2 Ch. 388).

The landlord gets the right of purchase, not at the value of the fixtures, but at their value to an incoming tenant, which may often be much less than the actual value.

Market gardeners.—The provisions of this section are extended to every building or fixture affixed or erected by a tenant who is a market gardener (58 & 59 Vict. c. 27, s. 3, see *infra*, p. 63).

Notice of intention to remove.—Form 12, *post*, Chap. IV.

Notice of intention to purchase.—Form 13, *post*, Chap. IV.

35. Application of Act to Crown lands.] This Act shall extend and apply to land belonging to her Majesty the Queen, her heirs and successors, in right of the Crown.

With respect to such land, for the purposes of this Act, the Commissioners of her Majesty's Woods, Forests, and Land Revenues, or one of them, or other the proper officer or body having charge of such land for the time being, or in case there is no such officer or body, then such person as her Majesty, her heirs or successors, may appoint in writing under the Royal Sign Manual, shall represent her Majesty, her heirs and successors, and shall be deemed to be the landlord.

Any compensation payable under this Act by the Commissioners of her Majesty's Woods, Forests, and Land Revenues, or either of them, in respect of an improvement mentioned in the first or second part of the First Schedule hereto, shall be deemed to be payable in respect of an improvement of land within section one of the Crown Lands Act, 1866, and the amount thereof shall be charged and repaid as in that section provided with respect to the costs, charges, and expenses therein mentioned.

Any compensation payable under this Act by those Commissioners, or either of them, in respect of an improvement mentioned in the third part of the First Schedule hereto, shall be deemed to be part of the expenses of the management of the Land Revenues of the Crown, and shall be payable to those Commissioners out of such money and in such manner as the last-mentioned expenses are by law payable.

Power to Treasury to direct cost of improvements to be charged to capital, and repaid out of income.—"Where at any time, after the passing of this Act, any operation, work, matter, or thing, being within the description of the improvement of land contained in section nine of the Act of the session of the twenty-seventh and twenty-eighth years of her Majesty's reign, chapter 114 (the Improvement of Land Act, 1864), is effected or done in or with reference to any part of the possessions and land revenues of the Crown under the management of the Commissioners of her Majesty's Woods, Forests, and Land Revenues (hereinafter in this Act referred to as the Commissioners of

Woods), the Commissioners of her Majesty's Treasury (hereinafter in this Act referred to as the Commissioners of the Treasury), may, if they think fit, direct with respect to any such operation, work, matter, or thing, that the costs, charges, and expenses of and connected with the same shall be charged as a principal sum to the account of the capital of the land revenue of the Crown; but in every case where such direction is given the principal sum so charged shall be repaid out of the income of the land revenue of the Crown in such manner and within such time as in each case the Commissioners of the Treasury from time to time direct, so nevertheless that in every case provision be made for the complete repayment of principal out of income as aforesaid within a period not exceeding thirty years from the time at which the principal sum becomes a charge as aforesaid." (Crown Lands Act, 1866 (29 & 30 Vict. c. 62), s. 1.)

36. Application of Act to land of Duchy of Lancaster.] This Act shall extend and apply to land belonging to her Majesty, her heirs and successors, in right of the Duchy of Lancaster.

With respect to such land for the purposes of this Act, the Chancellor for the time being of the Duchy shall represent her Majesty, her heirs and successors, and shall be deemed to be the landlord.

The amount of any compensation payable under this Act by the Chancellor of the Duchy in respect of an improvement mentioned in the first or second part of the First Schedule to this Act shall be deemed to be an expense incurred in improvement of land belonging to her Majesty, her heirs or successors, in right of the Duchy, within section twenty-five of the Act of the fifty-seventh year of King George the Third, chapter ninety-seven, and shall be raised and paid as in that section provided with respect to the expenses therein mentioned.

The amount of any compensation payable under this Act by the Chancellor of the Duchy in respect of an improvement mentioned in the third part of the First Schedule to this Act shall be paid out of the annual revenues of the Duchy.

Powers of Duchy Council with respect to improvement.—"It shall and may be lawful to and for the chancellor and council of the Duchy of Lancaster, by any order or orders to be made in

Court of Revenue of the said duchy, from time to time to order or direct that any part or parts of the £3 per cent. consolidated annuities now standing, or which may hereafter stand in the books of the governor and company of the Bank of England in the name or to the account of the said Duchy of Lancaster, shall be sold and disposed of, and that the moneys arising by any such sale or sales shall be applied and appropriated in or towards payment, satisfaction and discharge of any sum or sums of money or expenses which shall be incurred in the division, inclosure, drainage, embankment, or other improvement of any messuages, lands or tenements belonging to his Majesty, his heirs or successors, in right of his said duchy, which shall be certified by the surveyor-general of the said duchy upon oath, to be filed in the duchy office, to be proper, necessary, advantageous and beneficial to his Majesty's said possessions ; and the governor and company of the Bank of England shall, and they are hereby authorised and required upon requisition to them for that purpose to be made by any order or orders of the said chancellor and council, and under the hand of the attorney-general of the said duchy, to permit such person as shall in and by such order be named and empowered for that purpose to make any sale or sales, transfer or transfers of all or any part of the said bank annuities which now do or shall hereafter stand in the books of the said governor and company in the name or to the account of the Duchy of Lancaster, and which sale or sales, transfer or transfers, being made by the person so to be authorised by the signature of his own proper name for and on the behalf of the king's Majesty in right of his Duchy of Lancaster, shall be valid, legal and effectual for the sale or transfer of the said annuities, anything in any Act or Acts of Parliament, or any practice, usage or custom, to the contrary notwithstanding." (57 Geo. 3, c. 97, s. 25.)

37. Application of Act to land of Duchy of Cornwall.] This Act shall extend and apply to land belonging to the Duchy of Cornwall.

With respect to such land, for the purposes of this Act, such person as the Duke of Cornwall for the time being, or other the personage for the time being entitled to the revenues and possessions of the Duchy of Cornwall, from time to time, by sign manual, warrant, or otherwise, appoints, shall represent the Duke of Cornwall or other the personage aforesaid, and be deemed to be the landlord, and may do any act or thing under this Act which a landlord is authorised or required to do thereunder.

Any compensation payable under this Act by the Duke of Cornwall, or other the personage aforesaid, in respect of

an improvement mentioned in the first or second part of the First Schedule to this Act shall be deemed to be payable in respect of an improvement of land within section eight of the Duchy of Cornwall Management Act, 1863, and the amount thereof may be advanced and paid from the money mentioned in that section, subject to the provision therein made for repayment of sums advanced for improvements.

Power of Duchy to improve lands.—"All gross sums of money to arise and be received under the authority of this Act for or in respect of any sale, disposal or enfranchisement of any of the possessions of the said duchy shall be applied in the payment of the expenses on the part of the Duke of Cornwall of or relating to such sale, disposal or enfranchisement, and in payment of the purchase-moneys of any manors, lordships, advowsons, messuages, lands, mines, minerals, tenements, hereditaments, rents, pensions, annuities, rights of common or mining, or other charges or rights to be purchased under the authority of this Act, and in payment of the expenses in or relating to such purchases, or in the redemption of land tax chargeable upon or affecting any of the possessions for the time being of the Duchy of Cornwall; and the expenses attending the same, and all contracts for such redemption, may be entered into by the Lord Warden for the time being of the stannaries in Cornwall and Devon, or such other person as the Duke of Cornwall shall or may by sign manual, warrant, or otherwise, nominate or depute for that purpose, and any part of such gross sums of money may be from time to time advanced and applied for the purpose of permanently improving the possessions for the time being of the Duchy of Cornwall by enclosure, or erecting buildings, or executing drainage or other works thereon: Provided always, that all sums so to be advanced for improvements shall be a charge upon and be repaid from the revenues of the said duchy to the account of the Duchy of Cornwall at the Bank of England, by annual instalments of not less than one-thirtieth part thereof in every year; and it shall be the duty of the receiver-general of the Duchy of Cornwall and he is hereby required to see that such annual instalments are paid accordingly, and such annual instalments shall be applicable in like manner as if the same had been sums of money arising by sales of parts of the possessions of the duchy for gross sums under the powers of sale hereinbefore contained: Provided always that the amount advanced for improvements as aforesaid, and not repaid, shall not at any one time exceed the sum of thirty thousand pounds." (26 & 27 Vict. c. 49, s. 8.)

38. Landlord, archbishop, or bishop.] Where lands are assigned or secured as the endowment of a see, the

powers by this Act conferred on a landlord shall not be exercised by the archbishop or bishop, in respect of those lands, except with the previous approval in writing of the Estates Committee of the Ecclesiastical Commissioners for England.

What powers can be exercised.—The powers referred to would be the power of consenting to improvements in the first part of the first schedule, the power as to drainage, of entering into agreements with respect to improvements in the third part of the first schedule, of purchasing fixtures, and the power of charging the land.

39. Landlord, incumbent of benefice.] Where a landlord is incumbent of an ecclesiastical benefice, the powers by this Act conferred on a landlord shall not be exercised by him in respect of the glebe land or other land belonging to the benefice, except with the previous approval in writing of the patron of the benefice, that is, the person, officer, or authority who, in case the benefice were vacant, would be entitled to present thereto, or of the Governors of Queen Anne's Bounty (that is, the Governors of the Bounty of Queen Anne for the Augmentation of the Maintenance of the Poor Clergy).

In every such case the Governors of Queen Anne's Bounty may, if they think fit, on behalf of the incumbent, out of any money in their hands, pay to the tenant the amount of compensation due to him under this Act ; and thereupon they may, instead of the incumbent, obtain from the county court a charge on the holding, in respect thereof, in favour of themselves.

Every such charge shall be effectual, notwithstanding any change of the incumbent.

The charge must be obtained from the Board of Agriculture and Fisheries (63 & 64 Vict. c. 50, s. 3 (1) ; 3 Edw. 7, c. 31). See *infra*, p. 74).

40. Landlord, charity trustees, etc.] The powers by this Act conferred on a landlord in respect of charging the land shall not be exercised by trustees for ecclesiastical

or charitable purposes, except with the previous approval in writing of the Charity Commissioners for England and Wales.

There is nothing to prevent the incumbent taking a charge himself; in such case, to bind his successor, he would have to get the patron or the governors' consent before he took it.

The Act contains no provision as to the compensation payable to an incumbent, and it is apprehended that he would be entitled to it for his own benefit, and would be the person to give a receipt for it.

Restraints on charitable bodies.—This only forms part of the general rule, that charitable trustees can take no legal proceedings or assign or incumber their property without the consent of the Charity Commissioners. It seems that ecclesiastical and charitable bodies are put under greater restraints than any other public bodies; any other public bodies who hold land, such as corporations or colleges, can exercise the powers without the assent of any outside authority, while ecclesiastical and charitable corporations are placed under restrictions.

41. Resumption of possession for cottages, etc.] Where on a tenancy from year to year a notice to quit is given by the landlord with a view to the use of land for any of the following purposes:

The erection of farm labourers cottages or other houses, with or without gardens;

The providing of gardens for existing farm labourers cottages or other houses;

The allotment for labourers of land for gardens or other purposes;

The planting of trees;

The opening or working of any coal, ironstone, limestone, or other mineral, or of a stone quarry, clay, sand, or gravel pit, or the construction of any works or buildings to be used in connexion therewith;

The obtaining of brick earth, gravel, or sand;

The making of a watercourse or reservoir;

The making of any road, railway, tramroad, siding, canal, or basin, or any wharf, pier, or other work connected therewith;

and the notice to quit so states, then it shall, by virtue of this Act, be no objection to the notice that it relates to part only of the holding.

In every such case the provisions of this Act respecting compensation shall apply as on determination of a tenancy in respect of an entire holding.

The tenant shall also be entitled to a proportionate reduction of rent in respect of the land comprised in the notice to quit, and in respect of any depreciation of the value to him of the residue of the holding, caused by the withdrawal of that land from the holding or by the use to be made thereof, and the amount of that reduction shall be ascertained by agreement or settled by a reference under this Act, as in case of compensation (but without appeal).

The tenant shall further be entitled, at any time within twenty-eight days after service of the notice to quit, to serve on the landlord a notice in writing to the effect that he (the tenant) accepts the same as a notice to quit the entire holding, to take effect at the expiration of the then current year of tenancy ; and the notice to quit shall have effect accordingly.

The notice by the landlord must be a year's notice, expiring with the year of tenancy, unless the tenant and the landlord have agreed that a six months' notice will be sufficient, under s. 33. It must specifically mention one or more of the purposes named in the section for which the land is required. There is no limit to the quantity of the land the landlord may include in the notice ; and, of course, he can mention as many of the different purposes named as he pleases.—See Form 14, *post*, Chap. IV.

Notice by tenant accepting notice to quit part as one to quit entire holding.—Form 15, *post*, Chap. IV.

Compensation.—The procedure as to ascertaining compensation will be precisely the same as if the tenant was going to quit the entire holding. He must claim compensation, otherwise he will not be entitled at all under the Act.

The reduction of rent will not be merely a reduction of so much per acre, having regard to the quantity taken, but it will be a reduction based on acreage and the special value the land taken had to the tenant. It may be the best land on the whole farm, or the most convenient, or it may, from various circumstances, make the rest worth so much less per acre, or the proposed purpose to which it is to be applied may depreciate the rest. All these circumstances will have to be considered in fixing the reduction.

Notice by tenant.—The tenant can within twenty-eight days of the service of the notice, serve the landlord with a counter-notice that he intends to give up the whole holding; and on his doing this the landlord's notice, though only relating to part, is to be taken as applying to the whole, and the whole tenancy will determine at the expiration of the landlord's notice. All the provisions as to compensation on the determination of a tenancy will then apply to the whole.

42. Provision as to limited owners.] Subject to the provisions of this Act in relation to Crown, duchy, ecclesiastical, and charity lands, a landlord, whatever may be his estate or interest in his holding, may give any consent, make any agreement, or do or have done to him any act in relation to improvements in respect of which compensation is payable under this Act which he might give or make or do or have done to him if he were in the case of an estate of inheritance owner thereof in fee, and in the case of a leasehold possessed of the whole estate in the leasehold.

43. Provision in case of reservation of rent.] When, by any Act of Parliament, deed, or other instrument, a lease of a holding is authorised to be made, provided that the best rent, or reservation in the nature of rent, is by such lease reserved, then, whenever any lease of a holding is, under such authority, made to the tenant of the same, it shall not be necessary, in estimating such rent or reservation, to take into account against the tenant the increase (if any) in the value of such holding arising from any improvements made or paid for by him on such holding.

This section protects a continuing, or, as he is more frequently termed, a sitting, tenant. On the expiration of a lease it would have been the lessor's duty to have charged the tenant the best rent that could be got, not merely to continue him at his old rent; and if by various improvements made by the tenant the letting value was increased, the tenant would have to be charged such increased letting value. This section is framed to give the lessor an option in the matter in ascertaining what rent a sitting tenant on taking a new lease shall pay; the increased value of the farm arising from the tenant's improvements *need* not be charged, it can be if the lessor likes to do so; the only thing the clause does is to provide that there is no legal obligation to do it, and that the lease will be valid if it is not done.

44. Limitation of distress in respect of amount and time.] After the commencement of this Act it shall not be lawful for any landlord entitled to the rent of any holding to which this Act applies to distrain for rent, which became due in respect of such holding, more than one year before the making of such distress, except in the case of arrears of rent in respect of a holding to which this Act applies existing at the time of the passing of this Act, which arrears shall be recoverable by distress up to the first day of January one thousand eight hundred and eighty-five to the same extent as if this Act had not passed.

Provided that where it appears that according to the ordinary course of dealing between the landlord and tenant of a holding the payment of the rent of such holding has been allowed to be deferred until the expiration of a quarter of a year or half a year after the date at which such rent legally became due, then for the purpose of this section the rent of such holding shall be deemed to have become due at the expiration of such quarter or half year as aforesaid, as the case may be, and not at the date at which it legally became due.

Arrears of rent due to the landlord beyond the year's rent that can be distrained for may be recovered up to six years in any way except by distress.

Time for distress.—The distress must be made within the year unless the tenants are permitted to pay their rents some months after the legal rent day: Thus, where the rent is due Lady-day, the distress for the year's rent will have to be made on Lady-day, for, if made afterwards, only half a year's, or a quarter's rent, as the case may be, can be distrained for; so, where rent is due Lady-day but the landlord is in the habit of allowing the tenant until the following Michaelmas day to pay it, and it is not then paid, the landlord can distrain for a year's arrears, although eighteen months may have passed; and, if the lease provides for payment in advance, for that also if unpaid when legally due: see *Ex parte Bull* (1887), 18 Q. B. D. 642.

Penal rents and liquidated damages.—As to distresses for penal rents or other liquidated damages, see Agricultural Holdings Act, 1900, s. 6, *infra*, p. 76.

45. Limitation of distress in respect of things to be distrained.] Where live stock belonging to another

person has been taken in by the tenant of a holding to which this Act applies to be fed at a fair price agreed to be paid for such feeding by the owner of such stock to the tenant, such stock shall not be distrained by the landlord for rent where there is other sufficient distress to be found, and if so distrained by reason of other sufficient distress not being found, there shall not be recovered by such distress a sum exceeding the amount of the price so agreed to be paid for the feeding, or if any part of such price has been paid exceeding the amount remaining unpaid, and it shall be lawful for the owner of such stock, at any time before it is sold, to redeem such stock by paying to the distrainer a sum equal to such price as aforesaid, and any payment so made to the distrainer shall be in full discharge as against the tenant of any sum of the like amount which would be otherwise due from the owner of the stock to the tenant in respect of the price of feeding: Provided always, that so long as any portion of such live stock shall remain on the said holding the right to distrain such portion shall continue to the full extent of the price originally agreed to be paid for the feeding of the whole of such live stock, or if part of such price has been bonâ fide paid to the tenant under the agreement, then to the full extent of the price then remaining unpaid.

Agricultural or other machinery which is the bonâ fide property of a person other than the tenant, and is on the premises of the tenant under a bonâ fide agreement with him for the hire or use thereof in the conduct of his business, and live stock of all kinds which is the bonâ fide property of a person other than the tenant, and is on the premises of the tenant solely for breeding purposes, shall not be distrained for rent in arrear.

Live stock includes any animal capable of being distrained (46 & 47 Vict. c. 61, s. 61).—As to this section, *vide infra*, p. 56.

Price does not always mean coin of the realm, and the section should receive a liberal construction: Thus, where it appeared that the tenant had taken in cows under an agreement to take their milk for the food supplied by him, it was held that there was an agistment within the meaning of the section; in

other words, the owner of the agisted stock is protected to the extent of his bargain if a fair equivalent for the feeding be paid by him (*London and Yorkshire Bank* v. *Belton* (1885), 15 Q. B. D. 457).

It is not an agreement to pay for feeding within the section, where stock are allowed to graze on a farm by the tenant in consideration of the sum of two pounds paid for "the exclusive right to feed the grass for four weeks." Such an agreement is one merely for "use and occupation" for a limited time (*Masters* v. *Green* (1888), 20 Q. B. D. 807; 59 L. T. 476; 36 W. R. 591; 52 J. P. 597).

General exemptions from seizure.—Any goods or chattels of the tenant or his family which would be protected from seizure in execution under s. 147 of the County Courts Act, 1888, are exempt from distress for rent except in a case where the lease, term, or interest of the tenant has expired, and where possession of the premises in respect of which the rent is claimed has been demanded and where the distress is made not earlier than seven days after such demand (Law of Distress Amendment Act, 1888, 51 & 52 Vict. c. 21, s. 4): these exempted goods are the *wearing apparel* and *bedding* of the tenant and his family and the *tools and implements* of his trade to the value of five pounds; moreover, it has been held that a *bedstead* where used as part of the sleeping accommodation is covered by the word "bedding" (*Davis* v. *Harris*, [1900] 1 Q. B. 729).

Distress of exempt goods and chattels.—A court of summary jurisdiction, on complaint that goods or chattels exempt under s. 4 of the Law of Distress Amendment Act, 1888, from distress for rent, have been taken under such distress may by summary order direct that the goods and chattels so taken, if not sold, be restored; or, if they have been sold, that such sum as the court may determine to be the value thereof shall be paid to the complainant by the person who levied the distress or directed it to be levied (Law of Distress Amendment Act, 1895 (58 & 59 Vict. c. 24), s. 4).

46. Remedy for wrongful distress under this Act.] Where any dispute arises—

(a) in respect of any distress having been levied contrary to the provisions of this Act; or

(b) as to the ownership of any live stock distrained, or as to the price to be paid for the feeding of such stock; or

(c) as to any other matter or thing relating to a distress on a holding to which this Act applies:

such dispute may be heard and determined by the county court or by a court of summary jurisdiction, and any such county court or court of summary jurisdiction may make an order for restoration of any live stock or things unlaw-

fully distrained, or may declare the price agreed to be paid in the case where the price of the feeding is required to be ascertained, or may make any other order which justice requires: any such dispute as mentioned in this section shall be deemed to be a matter in which a court of summary jurisdiction has authority by law to make an order on complaint in pursuance of the Summary Jurisdiction Acts; but any person aggrieved by any decision of such court of summary jurisdiction under this section may, on giving such security to the other party as the court may think just, appeal to a court of general or quarter sessions.

Proceedings for settlement of a dispute if taken in a county court are by action commenced by plaint and summons under County Courts Act, 1888, s. 73. Particulars of demand, which concisely state the nature of the dispute and the relief claimed, must be filed. County Court Rules, Order XL., r. 8, as to which see *infra*, p. 102.

An appeal lies to the Divisional Court from the decision of the county court judge in respect of a dispute determined by him under this section, under the general powers of appeal contained in s. 120 of the County Courts Act, 1888 (*Hanmer* v. *King* (1887), 57 L. T. 367; *Neptune S. N. Co.* v. *Sclater*, [1895] P. 40, 45). See also R. S. C., Order LIX., rr. 10, 18.

The Summary Jurisdiction Acts are Jervis's Act (11 & 12 Vict. c. 43), the Summary Jurisdiction Act, 1879 (42 & 43 Vict. c. 49), and the Summary Jurisdiction Act, 1884 (47 & 48 Vict. c. 43).

47. Set-off of compensation against rent.] Where the compensation due under this Act, or under any custom or contract, to a tenant has been ascertained before the landlord distrains for rent due, the amount of such compensation may be set off against the rent due, and the landlord shall not be entitled to distrain for more than the balance.

Effect on right of distress.—It is assumed that, when once an award has been made under a contract or custom, as long as that award is in force, only the balance of rent will be distrainable; if the tenancy has terminated the landlord may lose his right of distress, as the question may not be decided within the time he could distrain.

In awards under the Act the difficulty will not be so great, as the rent may be deducted from the compensation, and if it exceeds the compensation the landlord will be able to enforce the award under s. 24, *supra*, p. 23.

48. Exclusion of certiorari.] An order of the county court or of a court of summary jurisdiction under this Act shall not be quashed for want of form, or be removed by certiorari or otherwise into any superior court.

49. Limitation of costs in case of distress.] *No person whatsoever making any distress for rent on a holding to which this Act applies when the sum demanded and due shall exceed the sum of twenty pounds for or in respect of such rent shall be entitled to any other or more costs and charges for and in respect of such distress or any matter or thing done therein than such as are fixed and set forth in the Second Schedule hereto.*

This section was repealed by the Law of Distress Amendment Act, 1888 (51 & 52 Vict. c. 21), s. 9.

Fee, charges and expenses incidental to distress.—Under s. 8 of the Law of Distress Amendment Act, 1888 (51 & 52 Vict. c. 21), the Lord Chancellor is authorised to make, alter, and revoke rules for regulating the fees, charges, and expenses in and incidental to distresses. The rules now extant are as follows :

"No person shall be entitled to any fees, charges, or expenses for levying a distress, or for doing any act or thing in relation thereto, other than those specified in, and authorised by," the table to the Distress for Rent Rules. Where the rent due exceeds £20 the fees, charges, and expenses specified in Scale I. shall be allowed, and where the rent due does not exceed £20, the fees, charges, and expenses specified in Scale II. shall be allowed. In case of any difference as to fees, charges, and expenses between the parties, or any of them, the fees, charges, and expenses shall be taxed by the registrar of the district in which the distress is levied. The registrar may make such order as he thinks fit as to the cost of such taxation. A copy of the table of fees, charges, and expenses authorised by the Rules shall be posted up by the registrar in a conspicuous place in his office, and every bailiff levying a distress shall, on the request of the tenant, produce to him his certificate and a copy of the table (Distress for Rent Rules, 1888, rr. 15—18).

50. Repeal of 2 W. & M. c. 5, s. 1, as to appraisement and sale at public auction.] *So much of an Act passed in the second year of the reign of their Majesties King William the Third and Mary, chapter five, as requires appraisement before sale of goods distrained is hereby repealed as respects any holding to which this Act applies, and the landlord or other person levying a distress on such holding may sell the goods and chattels distrained without causing*

them to be previously appraised; and for the purposes of sale the goods and chattels distrained shall, at the request in writing of the tenant or owner of such goods and chattels, be removed to a public auction room or to some other fit and proper place specified in such request, and be there sold. The costs and expenses attending any such removal, and any damage to the goods and chattels arising therefrom, shall be borne and paid by the party requesting the removal.

This section was repealed by the Law of Distress Amendment Act, 1888 (51 & 52 Vict. c. 21, s. 9), but substantially re-enacted by s. 5 of the same Act, which is as follows:

> "So much of an Act passed in the second year of the reign of their Majesties King William the Third and Mary, chapter five, as requires appraisement before sale of goods distrained is hereby repealed, except in cases where the tenant or owner of the goods and chattels by writing requires such appraisement to be made, and the landlord or other person levying a distress may, except as aforesaid, sell the goods and chattels distrained without causing them to be previously appraised; and for the purposes of sale the goods and chattels distrained shall, at the request in writing of the tenant or owner of such goods and chattels, be removed to a public auction room or to some other fit and proper place specified in such request, and be there sold. The costs and expenses of appraisement when required by the tenant or owner shall be borne and paid by him; and the costs and expenses attending any such removal, and any damage to the goods and chattels arising therefrom, shall be borne and paid by the person requesting the removal."

Effect of section.—Except where the tenant or owner of the goods distrained requires in writing an appraisement of them at his cost, a sale thereof without appraisement is legal. The tenant or owner may in writing request the removal, at his cost, of the goods distrained to a fit and proper place specified by him in his request for the purposes of sale, and the removal is compulsory if the request be made, the person requesting the removal of such goods being liable for any damage resulting therefrom.

Requisition for appraisement.—Form 16, *post*, Chap. IV.

Request for removal.—Form 17, *post*, Chap. IV.

51. Extension of time to replevy at request of tenant.] *The period of five days provided in the said Act of William and Mary, chapter five, within which the tenant or owner of goods and chattels distrained may replevy the same shall, in the case of any distress on a holding to which this Act applies, be extended to a period of not more than fifteen days,*

if the tenant or such owner make a request in writing in that behalf to the landlord or other person levying the distress, and also give security for any additional costs that may be occasioned by such extension of time. Provided that the landlord or person levying the distress may, at the written request or with the written consent of the tenant, or such owner as aforesaid, sell the goods and chattels distrained or part of them at any time before the expiration of such extended period as aforesaid.

This section was repealed by the Law of Distress Amendment Act, 1888 (51 & 52 Vict. c. 21, s. 9), but re-enacted by s. 6 of the same Act, which is as follows :

> "The period of five days provided in the said Act of William and Mary, chapter five, within which the tenant or owner of goods and chattels distrained may replevy the same, shall be extended to a period of not more than fifteen days if the tenant or such owner make a request in writing in that behalf to the landlord or other person levying the distress, and also give security for any additional cost that may be occasioned by such extension of time : Provided that the landlord or person levying the distress may, at the written request, or with the written consent, of the tenant or such owner as aforesaid, sell the goods and chattels distrained, or part of them, at any time before the expiration of such extended period as aforesaid."

Time for replevy.—A request in writing for an extension of time *and* the giving of security for additional costs of retention are conditions precedent to the right of extension of time for replevy.

Sale of goods.—The sale may take place at the expiration of five days after seizure in the absence of request for extension and security, and within the period of extension in the event of the tenant or owner requesting or consenting in writing to such earlier sale.

Request for extension of time.—Form 18, *post*, Chap. IV.

Request for sale.—Form 19, *post*, Chap. IV.

Consent to sale.—Form 20, *post*, Chap. IV.

52. Bailiffs to be appointed by county court judges.] *From and after the commencement of this Act no person shall act as a bailiff to levy any distress on any holding to which this Act applies unless he shall be authorised to act as a bailiff by a certificate in writing under the hand of the judge of a county court ; and every county court judge shall, on or before the thirty-first day of December one thousand*

eight hundred and eighty-three, and afterwards from time to time as occasion shall require, appoint a competent number of fit and proper persons to act as such bailiffs as aforesaid. If any person so appointed shall be proved to the satisfaction of the said judge to have been guilty of any extortion or other misconduct in the execution of his duty as a bailiff, he shall be liable to have his appointment summarily cancelled by the said judge.

This section was repealed by the Law of Distress Amendment Act, 1888 (51 & 52 Vict. c. 21, s. 9), but substantially re-enacted by s. 7 of the same Act which is as follows :

> "From and after the commencement of this Act no person shall act as a bailiff to levy any distress for rent unless he shall be authorised to act as a bailiff by a certificate in writing under the hand of a county court judge ; and such certificate may be general or apply to a particular distress or distresses, and may be granted at any time after the passing of this Act in such manner as may be prescribed by rules under this Act. . . .
>
> "Nothing in this section shall be deemed to exempt such bailiff from any other penalty or proceeding to which he may be liable in respect of such extortion or misconduct.
>
> "A county court registrar may exercise the power of granting certificates hereby conferred upon a county court judge in cases in which he may be authorised to do so by rules made under this Act.
>
> "If any person not holding a certificate under this section shall levy a distress contrary to the provisions of this Act, the person so levying, and any person who has authorised him so to levy, shall be deemed to have committed a trespass."

Certificates granted may be either general or special.—A special certificate shall specify the particular distress or distresses to which it applies (Distress for Rent Rules, 1888, r. 2). A general certificate shall authorise the bailiff named in it to levy at any place in England or Wales (Distress for Rent Rules, 1888, r. 4). It is presumed that it should be granted by the judge of the court in the district of which the applicant resides or carries on business (Distress for Rent Rules, 1895, r. 1), but it was held prior to these rules that any county court judge could authorise a person to act as bailiff (*Re Sanders* (1885), 54 L. J. Q. B. 331).

Who may be bailiff.—Any person (not being an officer of a county court) holding a certificate under the Agricultural Holdings Act, 1883, shall on application be entitled to obtain, without fee, a general certificate (Distress for Rent Rules, 1888, r. 5). No certificate shall be granted to any officer of a county court (Distress for Rent Rules, 1888, r. 6). *The foregoing rules do not apply* to an officer of the county courts appointed before December, 1888.

Any practising solicitor of the Supreme Court shall, on application and on payment of the prescribed fee, be entitled to a general or special certificate (Distress for Rent Rules, 1888, r. 7). A general or special certificate may, on payment of the prescribed fee, be granted to any applicant who satisfies the authority granting the same that he is a fit and proper person to hold the certificate (Distress for Rent Rules, 1888, r. 8). An applicant for a general certificate shall satisfy the judge that he is resident or has his principal place of business in the district of the Court, and shall state whether he has ever been refused a certificate or had a former certificate cancelled (Rules under Law of Distress Amendment Act, 1895, r. 1).

Who may grant certificate.—A special certificate may be granted by the judge or registrar, but a general certificate shall only be granted by the judge in person (Distress for Rent Rules, 1888, r. 3).

Security required from bailiffs.—The Lord Chancellor has power to make, alter, and revoke rules for regulating the security (if any) to be required from bailiffs under s. 8 of the Law of Distress Amendment Act, 1888 (51 & 52 Vict. c. 21), and rules were issued in 1888, 1895, and 1896. Where the applicant for a certificate is not a ratepayer, rated on a rateable value of not less than £25 per annum, he may, if the authority applied to thinks fit, be required to give security for the due performance of his duties (Distress for Rent Rules, 1888, r. 9). The security shall be security to the satisfaction of the registrar. In the case of a general certificate the amount shall be £20, and in the case of a special certificate the amount shall be £5 (Distress for Rent Rules, 1888, r. 10). The security shall be given to the registrar. It may be given by deposit, or by bond, or by guarantee, as the registrar may think fit (Distress for Rent Rules, 1888, r. 11). On the renewal of a certificate, the registrar shall be satisfied that the security, if any, required on the granting of the original certificate is subsisting (Rules under Law of Distress Amendment Act, 1895, r. 4).

Duration and renewal of certificates.—The Lord Chancellor may from time to time make, alter, and revoke rules fixing the duration of certificates granted, or to be granted, to bailiffs (51 & 52 Vict. c. 21, s. 8; 58 & 59 Vict. c. 24, s. 3). The rules now extant are that "a general certificate shall (unless previously determined) have effect until February 1st next after the expiration of twelve months from the granting thereof, provided that the judge of the court where the certificate was granted may renew the same from time to time for the like period" (Rules under Law of Distress Amendment Act, 1895, r. 2).

A renewal certificate shall be under the hand of the judge according to the form provided by the Rules under Law of Distress Amendment Act, 1895, r. 5.

Cancellation of certificates.—A certificate granted to a bailiff by the judge of a county court under the Law of Distress Amendment, 1888, may at any time be cancelled or declared void by a

judge of that county court (Law of Distress Amendment Act, 1895 (58 & 59 Vict. c. 24), s. 1). On any application to cancel or make void a certificate the judge may, whether he cancels and makes void the certificate or not, order that the security shall be forfeited either wholly or in part, and that the amount directed to be forfeited shall be paid to the party aggrieved (Distress for Rent Rules, 1888, r. 12 ; Rules under Law of Distress Amendment Act, 1895, r. 7). Where the judge orders that the security shall be forfeited, either wholly or in part, but does not cancel and make void the certificate, he may direct that the bailiff shall give fresh security as a condition of retaining his certificate (Distress for Rent Rules, 1888, r. 13 ; Rules under Law of Distress Amendment Act, 1895).

Subject to the power of the judge, under r. 12 of the Distress for Rent Rules, 1888, to order that the security shall be forfeited whether the certificate be cancelled and made void or not, the judge must cancel and make void the security, if he cancel and make void the certificate, and order the return of the deposit, if any (Distress for Rent Rules, 1888, r. 14 ; Rules under Law of Distress Amendment Act, 1895, r. 7). As to r. 12, *vide supra*, this note.

A certificate shall have effect, notwithstanding cancellation or expiration by non-renewal, for the purpose of any distress where the bailiff has entered into possession before the date of cancellation or expiration (Rules under Law of Distress Amendment Act, 1895, r. 3).

Notification of cancellation.—The fact of the cancellation in any year of any certificate subsequent to the annual posting of the list of bailiffs holding certificates for the time being, must be notified by the registrar on such list and published by him in some local newspaper (Rules under Law of Distress Amendment Act, 1895, r. 6).

Penalty for acting without certificate.—If any person not holding a certificate for the time being in force under the Law of Distress Amendment Act, 1888, levies a distress contrary to the provisions of that Act, he shall without prejudice to any civil liability be liable on summary conviction to a fine not exceeding £10 (Law of Distress Amendment Act, 1895 (58 & 59 Vict. c. 24), s. 2).

Forms of certificates.—Nos. 21, 22, *post*, Chap. IV.

53. Commencement of Act.] This Act shall come into force on the first day of January one thousand eight hundred and eighty-four, which day is in this Act referred to as the commencement of this Act.

54. Holdings to which Act applies.] Nothing in this Act shall apply to a holding that is not either wholly agricultural or wholly pastoral, or in part agricultural, and as to the residue pastoral, or in whole or in part cultivated

as a market garden, or to any holding let to the tenant during his continuance in any office, appointment, or employment held under the landlord.

Market garden.—A market garden means a holding or that part of a holding which is cultivated wholly or mainly for the purpose of the trade or business of market gardening (Market Gardeners' Compensation Act, 1895 (58 & 59 Vict. c. 27, s. 6). See *infra*, p. 66.

55. Avoidance of agreement inconsistent with Act.] Any contract, agreement, or covenant made by a tenant, by virtue of which he is deprived of his right to claim compensation under this Act in respect of any improvement mentioned in the First Schedule hereto (except an agreement providing such compensation as is by this Act permitted to be substituted for compensation under this Act), shall, so far as it deprives him of such right, be void both at law and in equity.

First Schedule (63 & 64 Vict. c. 50).—See *infra*, p. 78.

A landlord may, it is presumed, agree with a tenant that a holding shall not be let or treated as a market garden, in which case, if a tenant made market garden improvements, the Acts would not apply, and the tenant could not claim compensation therefor (58 & 59 Vict. c. 27, s. 3). See *infra*, p. 63.

56. Right of tenant in respect of improvement purchased from outgoing tenant.] Where an incoming tenant has, with the consent in writing of his landlord, paid to an outgoing tenant any compensation payable under or in pursuance of this Act in respect of the whole or part of any improvement, such incoming tenant shall be entitled on quitting the holding to claim compensation in respect of such improvement or part in like manner, if at all, as the outgoing tenant would have been entitled if he had remained tenant of the holding, and quitted the holding at the time at which the incoming tenant quits the same.

Effect of payment by tenant.—The landlord is *primâ facie* the person liable to pay the outgoing tenant, but if the incoming tenant with his consent pays the outgoing tenant, the former stands in the shoes of the latter, and on quitting can claim for the improvements made by the previous tenant as well as by himself. The words "if at all" would seem to imply that there is no right

for the tenant to be repaid the sum he paid on entering, but that the value on his quitting of what he paid the outgoing tenant for, is all the landlord can be called upon to pay.

Where the holding is a market garden the section must be read as though the words "with the consent in writing of the landlord" were repealed (58 & 59 Vict. c. 27, s. 3). See *infra*, p. 64.

Consent in writing.—Form 23, *post*, Chap. IV.

57. Compensation under this Act to be exclusive.] *A tenant shall not be entitled to claim compensation by custom or otherwise than in manner authorised by this Act in respect of any improvement for which he is entitled to compensation under or in pursuance of this Act, but where he is not entitled to compensation under or in pursuance of this Act he may recover compensation under any other Act of Parliament, or any agreement or custom, in the same manner as if this Act had not passed.*

The above section was repealed by the Agricultural Holdings Act, 1900 (63 & 64 Vict. c. 50), s. 12, and s. 1 (5) of the repealing Act substituted therefor. See *infra*, pp. 70, 78.

58. Provision as to change of tenancy.] A tenant who has remained in his holding during a change or changes of tenancy shall not thereafter on quitting his holding at the determination of a tenancy be deprived of his right to claim compensation in respect of improvements by reason only that such improvements were made during a former tenancy or tenancies, and not during the tenancy at the determination of which he is quitting.

Must it be the same tenant?—It would seem not, for although the term tenant includes all persons deriving title from the tenant, the taking by the son would be a new tenancy, just as much as the taking by a stranger; so that unless the successive tenants were the same persons, or derived title from the same person who had executed the improvements in a previous tenancy, no compensation for such improvements could be claimed by the new tenant on the termination of his tenancy.

59. Restriction in respect of improvements by tenant about to quit.] Subject as in this section mentioned, a tenant shall not be entitled to compensation in respect of any improvements, other than manures as defined by this Act, begun by him, if he holds from year to year, within one year before he quits his holding, or at any time after he

has given or received final notice to quit, and, if he holds as a lessee, within one year before the expiration of his lease.

A final notice to quit means a notice to quit which has not been waived or withdrawn, but has resulted in the tenant quitting his holding.

The foregoing provisions of this section shall not apply in the case of any such improvement as aforesaid—

(1) Where a tenant from year to year has begun such improvement during the last year of his tenancy, and, in pursuance of a notice to quit thereafter given by the landlord, has quitted his holding at the expiration of that year ; and

(2) Where a tenant, whether a tenant from year to year or a lessee, previously to beginning any such improvement, has served notice on his landlord of his intention to begin the same, and the landlord has either assented or has failed for a month after the receipt of the notice to object to the making of the improvement.

Notice of intention.—Form 24, *post*, Chap. IV.
Assent of landlord.—Form 25, *post*, Chap. IV.
Objection of landlord.—Form 26, *post*, Chap. IV.

60. General saving of rights.] Except as in this Act expressed, nothing in this Act shall take away, abridge, or prejudicially affect any power, right, or remedy of a landlord, tenant, or other person vested in or exerciseable by him by virtue of any other Act or law, or under any custom of the country, or otherwise, in respect of a contract of tenancy or other contract, or of any improvements, waste, emblements, tillages, away-going crops, fixtures, tax, rate, tithe rentcharge, rent, or other thing.

61. Interpretation.] In this Act—

"Contract of tenancy" means a letting of or agreement for the letting land for a term of years, or for lives, or for lives and years, or from year to year :

A tenancy from year to year under a contract of tenancy current at the commencement of the Act shall for the purposes of this Act be deemed to

continue to be a tenancy under a contract of tenancy current at the commencement of this Act until the first day on which either the landlord or tenant of such tenancy could, the one by giving notice to the other immediately after the commencement of this Act, cause such tenancy to determine, and on and after such day as aforesaid shall be deemed to be a tenancy under a contract of tenancy beginning after the commencement of this Act:

A tenancy from year to year is not cut down to a quarterly tenancy by a provision for determination of the tenancy by a three months' notice to quit given on any day of the year—there being no principle of law that precludes two persons agreeing that a yearly tenancy may be determined on whatever notice they like (*King* v. *Eversfield*, [1897] 2 Q. B. 475; 66 L. J. Q. B. 809; 77 L. T. 195; 46 W. R. 51; 61 J. P. 740).

"Determination of tenancy" means the cesser of a contract of tenancy by reason of effluxion of time, or from any other cause:

There is no determination of tenancy within the meaning of the Agricultural Holdings (England) Acts, 1883 to 1900, where the tenant, under a lease for nineteen years, treats the contract as at an end, on the ground that the landlord has during the first year of the term failed to make good an obligation to put the fences of an arable farm in tenantable repair. If the landlord persists in refusing to fulfil a material term of a mutual contract, a right to abandon the holding might arise, and if the holding were, in consequence of the refusal to fulfil the obligation, unfit for the purpose for which it was let, the tenant might be entitled to leave at once. The meaning of "determination of tenancy" is that the contract of lease is itself to be terminated "by reason of the effluxion of time or from any other cause," not merely the termination of occupancy under the lease. Such was the rule laid down upon the construction of the Agricultural Holdings (Scotland) Act, 1883 (46 & 47 Vict. c. 62), s. 42, where the statute used the same language as in s. 61, *supra* (*Todd* v. *Bowie* (1902), 4 F. 435: Ct. of Sess.).

"Landlord" in relation to a holding means any person for the time being entitled to receive the rents and profits of any holding:

The generality of the wording of this definition is qualified by the decision in *Gough* v. *Gough*, [1891] 2 Q. B. 665; 60 L. J. Q. B. 726; 65 L. T. 110; 39 W. R. 593; 55 J. P. 807, where it was held that the term "landlord" shuts out the executors of a landlord. *But see* PARTIES, *infra*, p. 57.

Purchasers.—Where the whole holding was sold in separate portions by the landlord, it was held by His Honour Judge STEAVENSON, that each purchaser became the tenant's landlord with respect to the portion that he had bought, and that the fact that the tenant himself had bought one portion did not affect his status as to the other portions (*Wells* v. *Fletcher* (1903), Estates Gazette, August 22nd, 1903).

"Tenant" means the holder of land under a landlord for a term of years, or for lives, or for lives and years, or from year to year:

"Tenant" includes the executors, administrators, assigns, legatee, devisee, or next-of-kin, husband, guardian, committee of the estate or trustees in bankruptcy of a tenant, or any person deriving title from a tenant; and the right to receive compensation in respect of any improvement made by a tenant shall enure to the benefit of such executors, administrators, assigns, and other persons as aforesaid:

Tenant.—A trustee in bankruptcy who takes upon himself the burdens of the tenancy may claim its advantages, and recover compensation for unexhausted improvements under the Agricultural Holdings Acts, 1883—1900, but he must pursue the procedure prescribed (*Schofield* v. *Hincks* (1888), 58 L. J. Q. B. 147; 60 L. T. 573; 37 W. R. 157).

"Holding" means any parcel of land held by a tenant:

"County court," in relation to a holding, means the county court within the district whereof the holding or the larger part thereof is situate:

It has been held that this definition does not preclude the judge of *any* county court from authorising a person to act as bailiff for the purposes of distress (*Re Sanders* (1885), 54 L. J. Q. B. 331). See *supra*, p. 49.

"Person" includes a body of persons and a corporation aggregate or sole:

"Live stock" includes any animal capable of being distrained:

"*Manures*" *means any of the improvements numbered twenty-two and twenty-three in the third part of the First Schedule hereto:*

The statutory interpretation of the word "manures" was repealed by the Agricultural Holdings Act, 1900 (63 & 64 Vict. c. 50), s. 12, and the interpretation placed on the word by

s. 9 (1) of the repealing Act substituted therefor. See *infra*, pp. 76, 77, 79.

The designations of landlord and tenant shall continue to apply to the parties until the conclusion of any proceedings taken under or in pursuance of this Act in respect of compensation for improvements, or under any agreement made in pursuance of this Act.

Parties includes the executors of a landlord, who, being a tenant for life, has died during the pendency of proceedings brought in respect of compensation for improvements (*Gough* v. *Gough*, [1891] 2 Q. B. 665 ; 60 L. J. Q. B. 726 ; 65 L. T. 110 ; 39 W. R. 593 ; 55 J. P. 807).

62. Repeal of Acts of 1875 and 1876.] On and after the commencement of this Act, the Agricultural Holdings (England) Act, 1875, and the Agricultural Holdings (England) Act, 1875, Amendment Act, 1876, shall be repealed.

Provided that such repeal shall not affect—

(a) any thing duly done or suffered, or any proceedings pending under or in pursuance of any enactment hereby repealed ; or

(b) any right to compensation in respect of improvements to which the Agricultural Holdings (England) Act, 1875, applies, and which were executed before the commencement of this Act ; or

(c) any right to compensation in respect of any improvement to which the Agricultural Holdings (England) Act, 1875, applies, although executed by a tenant after the commencement of this Act if made under a contract of tenancy current at the commencement of this Act ; or

(d) any right in respect of fixtures affixed to a holding before the commencement of this Act ;

and any right reserved by this section may be enforced after the commencement of this Act in the same manner in all respects as if no such repeal had taken place.

Character of repeal.—The present Act does not keep the repealed sections of the earlier Act alive for the purposes of pro-

cedure under it, and the parties must proceed under the present Act and they should be entitled to compensation in respect to which the earlier Act applied (*Smith* v. *Acock* (1884), 53 L. T. 230).

63. Short title of Act.] This Act may be cited for all purposes as the Agricultural Holdings (England) Act, 1883.

64. Limits of Act.] This Act shall not apply to Scotland or Ireland.

FIRST SCHEDULE.

PART I.

IMPROVEMENTS TO WHICH CONSENT OF LANDLORD IS REQUIRED.

(1) *Erection or enlargement of buildings.*
(2) *Formation of silos.*
(3) *Laying down of permanent pasture.*
(4) *Making and planting of osier beds.*
(5) *Making of water meadows or works of irrigation.*
(6) *Making of gardens.*
(7) *Making or improving of roads or bridges.*
(8) *Making or improving of watercourses, ponds, wells, or reservoirs, or of works for the application of water power or for supply of water for agricultural or domestic purposes.*
(9) *Making of fences.*
(10) *Planting of hops.*
(11) *Planting of orchards or fruit bushes.*
(12) *Reclaiming of waste land.*
(13) *Warping of land.*
(14) *Embankment and sluices against floods.*

PART II.

IMPROVEMENT IN RESPECT OF WHICH NOTICE TO LANDLORD IS REQUIRED.

(15) *Drainage.*

PART III.

IMPROVEMENTS TO WHICH CONSENT OF LANDLORD IS NOT REQUIRED.

(16) *Boning of land with undissolved bones.*
(17) *Chalking of land.*
(18) *Clay-burning.*
(19) *Claying of land.*
(20) *Liming of land.*
(21) *Marling of land.*
(22) *Application to land of purchased artificial or other purchased manure.*
(23) *Consumption on the holding by cattle, sheep, or pigs of cake or other feeding stuff not produced on the holding.*

The First Schedule was repealed by the Agricultural Holdings Act, 1900, s. 12, and the First Schedule to the repealing Act substituted therefor by s. 1 (2) of that Act. See *infra*, pp. 69, 77.

SECOND SCHEDULE.

Levying distress. Three per centum on any sum exceeding £20 *and not exceeding* £50. *Two and a half per centum on any sum exceeding* £50.

To bailiff for levy, £1 1*s.*

To man in possession, if boarded, 3*s.* 6*d. per day; if not boarded,* 5*s. per day.*

For advertisements the sum actually paid.

To auctioneer. For sale five pounds per centum on the sum realised not exceeding £100, *and four per centum on any additional sum realized not exceeding* £100, *and on any sum exceeding* £200 *three per centum. A fraction of* £1 *to be in all cases considered* £1.

Reasonable costs and charges where distress is withdrawn or where no sale takes place, and for negotiations between landlord and tenant respecting the distress; such costs and charges in case the parties differ to be taxed by the registrar of the county court of the district in which the distress is made.

The section on which the above schedule depended was repealed by the Law of Distress Amendment Act, 1888 (51 & 52 Vict. c. 21), s. 9, *supra*, p. 46.

C.—Tenants' Compensation Act, 1890 (53 & 54 Vict. c. 57).

An Act to amend the Law with respect to Compensation due to Tenants on Land under Mortgage.

[18th August 1890.]

WHEREAS it is expedient to amend the Agricultural Holdings Act, 1883, and the Allotments and Cottage Gardens Compensation for Crops Act, 1887, in so far as they relate to the compensation paid to tenants for improvements where land is under mortgage :

Be it therefore enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

1. Construction and short title.] This Act shall be construed as one with the Agricultural Holdings Act, 1883, and the Allotments and Cottage Gardens Compensation for Crops Act, 1887 (in this Act referred to as the principal Acts), and this Act may be cited as the Tenants Compensation Act, 1890.

Agricultural Holdings (England) Act, 1883 (46 & 47 Vict. c. 61). See *supra*, p. 9.

Allotments and Cottage Gardens Compensation for Crops Act, 1887 (50 & 51 Vict. c. 26). See *infra*, p. 86.

The Act should be construed also with the Market Gardeners' Compensation Act, 1895 (58 & 59 Vict. c. 27). See *infra*, p. 63, and the Agricultural Holdings Act, 1900 (63 & 64 Vict. c. 50). See *infra*, p. 66.

2. Compensation to tenants, when mortgagee in possession.] Where a person occupies land under a contract of tenancy with the mortgagor, whether made before or after the passing of this Act, which is not binding on the mortgagee of such land, then—

(1) The occupier shall, as against the mortgagee who takes possession, be entitled to any compensa-

tion which is, or would but for the mortgagee taking possession be due to the occupier from the mortgagor as respects crops, improvements, tillages, or other matters connected with the land, whether under the principal Acts or the custom of the country, or agreements sanctioned by the principal Acts ;

Provided that any sum ascertained to be due to the occupier for such compensation or for any costs connected therewith, may be set off against any rent or other sum due from him in respect of the land, and recovered as compensation under the principal Acts, but unless so set off shall, as against the mortgagee, be charged and recovered in accordance only with section thirty-one of the Agricultural Holdings Act, 1883, as if the mortgagee were the landlord within the meaning of that section.

The amount due is not recoverable personally against the mortgagee, but is a charge on the holding to the extent of his interest therein and may be obtained by the tenant from the Board of Agriculture and Fisheries if the mortgagee fail to pay the compensation within one month after the holding was quitted by the tenant. The mortgagee may himself obtain the charge. See *supra*, p. 29.

(2) Before the mortgagee deprives the occupier of possession of the land otherwise than in accordance with the said contract, he shall give to the occupier six months' notice in writing of his intention so to deprive him, and if he so deprives him compensation shall be due to the occupier for his crops, and for any expenditure upon the land which he has made in the expectation of holding the land for the full term of his contract of tenancy, in so far as any improvement resulting therefrom is not exhausted at the time of his being so deprived, and such compensation shall be determined in like manner as compensation

under the principal Acts, and shall be set off, charged, and recovered in manner before provided in this section. This sub-section shall only apply where the said contract is for a tenancy from year to year, or for a term of years not exceeding twenty-one, at a rack-rent.

3. Charge a land charge.] Where compensation for improvements comprised in Part One or Part Two of the First Schedule to the Agricultural Holdings (England) Act, 1883, is charged by an order under section thirty-one of that Act, the charge shall be a land charge within the meaning of the Land Charges Registration and Searches Act, 1888, and shall be registered accordingly.

The schedule referred to was repealed by the Agricultural Holdings Act, 1900 (63 & 64 Vict. c. 50), s. 12, and the First Schedule to the repealing Act substituted therefor. See *infra*, pp. 69, 78.

Land Charges Registration Act, 1888 (51 & 52 Vict. c. 51). —Should the charge not be registered, it is not binding upon purchasers for value.

Compensation under custom or agreement or for an improvement comprised in the First Schedule may be charged (63 & 64 Vict. c. 50, s. 3 (3)).

Procedure to obtain charge.—See *infra*, p. 75.

4. Exception of tithe rentcharge.] This Act shall not apply to provisions for the payment of tithe rentcharge arising under the Tithe Commutation Act, and subsequent Acts relating thereto.

Tithe Commutation Act, 1836 (6 & 7 Will. 4, c. 71).

5. Extent of Act.—This Act shall not apply to Scotland or Ireland.

D.—Market Gardeners' Compensation Act, 1895 (58 & 59 Vict. c. 27).

An Act to extend and amend the provisions of the Agricultural Holdings (England) Act, 1883, so far as they relate to Market Gardens. [6th July 1895.]

BE it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

1. Short title and construction.] This Act may be cited as the Market Gardeners' Compensation Act, 1895, and shall be read and construed as part of the Agricultural Holdings (England) Act, 1883, herein-after called the principal Act, as amended by the Tenants Compensation Act, 1890.

Agricultural Holdings (England) Act, 1883 (46 & 47 Vict. c. 61). See *supra*, p. 9.

Tenants Compensation Act, 1890 (53 & 54 Vict. c. 57). See *supra*, p. 60.

The Act must be construed also as one with the Agricultural Holdings Act, 1900 (63 & 64 Vict. c. 50). See *infra*, p. 66.

2. Commencement of Act.] This Act shall come into operation on the first day of January one thousand eight hundred and ninety-six, which date is herein-after referred to as the commencement of this Act.

3. Amendment and extension of Agricultural Holdings (England) Act, 1883, as to market gardens.—Where after the commencement of this Act it is agreed in writing that a holding shall be let or treated as a market garden, the following provisions shall have effect:

(1) The provisions of section thirty-four of the principal Act shall extend to every fixture or building affixed or erected by the tenant to or upon such holding for the purposes of his trade or business of a market gardener.

Class of tenancy.—The tenancy must be for years or lives, or partly one and partly the other. A quarterly tenancy or at will is

not within the Agricultural Holdings (England) Act, 1883 (46 & 47 Vict. c. 61), s. 61. See *supra*, p. 54.

A yearly tenancy may be determined by three months' notice, if such notice be agreed upon, and a tenant under an agreement of tenancy at a yearly rent is within the Acts, even if the tenancy be determinable on three months' notice (*King* v. *Eversfield*, [1897] 2 Q. B. 475 ; 41 Sol. J. 712).

Fixtures.—Section 34 of 46 & 47 Vict. c. 61 (*supra*, p. 32) makes certain fixtures the absolute property of the tenant, who may remove them on quitting his holding, on giving notice and paying rent due, unless the landlord elect to buy them.

Form of consent to treat as market garden.—Form 27, *post*, Chap. IV.

(2) *The improvements numbered* (1) "*erection or enlargement of buildings*," (6) "*making of gardens*," *and* (11) "*planting of orchards or fruit bushes*," *in Part I. of the First Schedule to the principal Act shall, as far as regards such holding, cease to be comprised in the said schedule.*

(3) *The following improvements shall as far as regards such holding be deemed to be comprised in Part III. of the said schedule:*

(i) *Planting of standard or other fruit trees permanently set out;*

(ii) *Planting of fruit bushes permanently set out;*

(iii) *Planting of strawberry plants;*

(iv) *Planting of asparagus and other vegetable crops;*

(v) *Erection or enlargement of buildings for the purposes of the trade or business of a market gardener.*

The portion in italics was repealed by the Agricultural Holdings Act, 1900, and the improvements for which a tenant of a market garden holding is entitled to compensation are contained in Part III. of the First Schedule to that Act. See *infra*, p. 79.

(4) Section fifty-six of the principal Act shall be read and construed as if the words "with the consent in writing of his landlord" were not included therein.

Right in respect of improvement purchased from outgoing tenant.—An incoming tenant of a market garden holding, who has paid an outgoing tenant any compensation under the Act, can claim in respect of such improvement compensation to the same

extent as the outgoing tenant could have done had he remained tenant of the holding, and quitted at the time the succeeding tenant quits. The landlord's consent to the payment to the outgoing tenant is immaterial. See *supra*, p. 52.

(5) It shall be lawful for the tenant to remove all fruit trees and fruit bushes planted by him on the holding and not permanently set out; but if the tenant shall not remove such fruit trees and fruit bushes before the termination of his tenancy, such fruit trees and fruit bushes shall remain the property of the landlord, and the tenant shall not be entitled to any compensation in respect thereof.

Not permanently set out.—The words "not permanently set out" seem to restrict the right of removal to trees and bushes kept either for sale or filling up gaps in plantations.

4. Application to current tenancies.] Where, under a contract of tenancy current at the commencement of this Act, a holding is at that date in use or cultivation as a market garden with the knowledge of the landlord, and the tenant thereof has then executed thereon, without having received previously to the execution thereof any written notice of dissent by the landlord, any of the improvements in respect of which a right of compensation or removal is given to a tenant by this Act, then the provisions of this Act shall apply in respect of such holding, as if it had been agreed in writing after the commencement of this Act that the holding should be let or treated as a market garden.

Section not retrospective.—A tenant under a lease current at the commencement of the Market Gardeners' Compensation (Scotland) Act, 1897, was held not entitled to the benefit of the Act in respect of improvements executed before the commencement of the Act (*Smith* v. *Callander*, [1901] A. C. 297). This decision was approved of in *Mears* v. *Callender*, [1901] 2 Ch. 388.

5. As to Crown lands and lands belonging to the Duchies of Lancaster and Cornwall.] Any compensation payable under this Act shall as regards land belonging to her Majesty the Queen, her heirs and successors, in

right of the Crown or in right of the Duchy of Lancaster, and as regards land belonging to the Duchy of Cornwall, be paid in the same manner and out of the same funds respectively as if it were payable in respect of an improvement mentioned in the first part of the First Schedule to the principal Act, except that as regards land belonging to her Majesty the Queen, her heirs and successors, in right of the Crown, compensation for planting strawberry plants and asparagus and other vegetable crops shall be paid in the same manner and out of the same funds as if it were payable in respect of an improvement mentioned in the third part of the said schedule.

The First Schedule to the principal Act was repealed by the Agricultural Holdings Act, 1900 (63 & 64 Vict. c. 50), and the First Schedule to that Act substituted therefor (*supra*, p. 58 ; *infra*, pp. 69, 78).

As to Crown lands, etc., see *supra*, p. 34,

6. Interpretation.] For the purposes of the principal Act and of this Act the expression "market garden" shall mean a holding or that part of a holding which is cultivated wholly or mainly for the purpose of the trade or business of market gardening.

E.—Agricultural Holdings Act, 1900 (63 & 64 Vict. c. 50).

An Act to amend the Law relating to Agricultural Holdings. [8th August 1900.]

BE it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

1. Right of tenant to compensation for improvements.] (1) Where a tenant has made on his holding any improvement comprised in the First Schedule to this Act he shall, subject as in the Agricultural Holdings (England) Act, 1883 (in this Act referred to as the

principal Act) and in this Act mentioned, be entitled, at the determination of a tenancy, on quitting his holding to obtain from the landlord as compensation under the said Acts for the improvement such sum as fairly represents the value of the improvement to an incoming tenant. Provided always, that in estimating the value of any such improvement there shall not be taken into account, as part of the improvement made by the tenant, what is justly due to the inherent capabilities of the soil.

Agricultural Holdings (England) Act, 1883 (46 & 47 Vict. c. 61). See *supra*, p. 9.

A holding is any parcel of land held by a tenant, *supra*, p. 56.

Determination of tenancy. Statutory definition of, *supra*, p. 55.

When by custom or lease different parts of a farm are to be given up at different times, the tenancy determines at the date when the last agricultural or pastoral portion is to be given up (*Morley* v. *Carter*, [1898] 1 Q. B. 8; 66 L. J. Q. B. 843; 77 L. T. 337; 46 W. R. 77). See also *Black* v. *Clay*, [1894] A. C. 368.

The words "determination of tenancy" mean the end of the tenant's holding, and not the time at which, by the terms of the contract between the landlord and tenant, the tenancy is expressed to come to an end: Thus a tenant, entitled under custom to hold over certain of the land and buildings after the technical determination of the tenancy, who gives a notice to quit which expires in October, but retains possession of some of the land in accordance with the custom, can give notice of claim so long as he holds over under the custom. (*In re Paul* (1889), 24 Q. B. D. 247; 59 L. J. Q. B. 30; 61 L. T. 835; 54 J. P. 644).

The improvements are of three classes—*i.e.*, those for which the consent of the landlord is necessary, those for which notice to the landlord is requisite, and those in respect of which the consent of or previous notice to the landlord is not required. See *infra*, pp. 78, 79.

Landlord to pay compensation.—The Act makes the landlord the person liable to pay the compensation; in law this was always so, although in practice the incoming tenant usually was the person who paid. It has been expressly decided that the landlord is the person liable, and that a custom that the incoming tenant shall pay is bad in law (*Bradburn* v. *Foley* (1878), 3 C. P. D. 129; 47 L. J. C. P. 331; 26 W. R. 423; 38 L. T. 421).

Amount of compensation.—The compensation is to be the value of the improvement to the incoming tenant; neither the actual cost of the improvement nor its value as improving the

estate is to be taken into account, only the question, Is the incoming tenant benefited? There are many cases in which the landlord will have to pay for a perfectly worthless improvement, and other cases where the improvement is a lasting benefit to the estate, but of no value to the incoming tenant, and the outgoing tenant will get nothing. Of course, the question of value to the incoming tenant is one of fact to be determined in each case by the valuer, and the landlord must in each disputed case give evidence to show that the improvement will not be of any value to the new tenant; if he can establish that, the outgoing tenant will lose whatever he laid out.

Value to incoming tenant.—In considering the value to an incoming tenant, it is difficult to give any settled rule. There is no limit of time in which an improvement may become exhausted. In each case the valuer will have to decide what is the value to the incoming tenant of manures bought and expended, it may be, ten years ago. In all cases the valuers and arbitrators have to settle these questions:

1. Has the improvement been properly carried out?
2. If so, has it increased the letting value for incoming tenants?
3. Has it done so to the actual incoming tenant?

If all these questions be answered in the affirmative, then, and only then, is compensation payable.

A question of this nature will arise: Assume land let for a special purpose, such as growing fruit; it is found not to pay; the tenant gives up the farm, having made various improvements adapted for fruit growing; the new tenant does not intend to grow fruit; the value of the improvement to the incoming tenant is nil: Can the outgoing tenant recover any compensation? or take dairying, breeding, or any speciality in agriculture. It will be said it is hard on the outgoing tenant that because the incoming tenant is going to try another system of farming, he is therefore not to be paid for his improvements; but it is equally hard that a landlord should have to pay for experiments that have failed and are useless. One of the two parties will clearly have to suffer, and the only question is, which; if the Act of Parliament is to be the guide, and, it is submitted, it is the only safe one that can be followed, the loss will fall on the tenant, not the landlord. In the case of market gardens, where a special cultivation of special plants has been resorted to, this will particularly be the case. One tenant may have spent a good deal in growing currants, which the next may decline to grow; it would be very hard that the landlord should have to pay for what would be useless to him. What has been said only applies to the case of a *bonâ fide* change. If the landlord and the incoming tenant were to combine to alter the course of cultivation, and oust the outgoing tenant of his compensation, such a combination would be wholly illegal; but in the case of a real *bonâ fide* change, it is doubtful if the tenant can legally recover compensation.

Inherent capabilities of soil.—This proviso, copied from the Act of 1883, is almost a dead letter, as it is impossible to lay down any rule as to what should be considered due to the soil, and what should not. On the whole, it will not be safe for any valuer, until the section has been judicially construed, to give more than the tenant's outlay, with a fair rate of interest, whatever may be the actual value the incoming tenant receives.

(2) References in the principal Act to the First Schedule to that Act shall be construed as references to the First Schedule to this Act.

First Schedule, *infra*, p. 78.

(3) In the ascertainment of the amount of the compensation payable to a tenant under the principal Act or this Act there shall be taken into account any benefit which the landlord has given or allowed to the tenant in consideration of the tenant executing the improvement.

Benefit to tenant for making improvements.—The benefit would usually be a deduction or an allowance in rent, on condition of the tenant making the improvement; or it might be part of the improvement, such as the tiles for draining, the materials for building, or even the erection of new buildings. What the valuer's duty will be is, assuming the landlord contributed nothing, to allow the tenant, say, £100 for an improvement; but if the tenant was allowed £5 a year off his rent, the capitalised value of the £5 should be deducted from the £100; if the landlord found the materials, the cost of which was £20, this would be deducted; in fact, anything the landlord has contributed. Whatever the valuer determines to be the value of the contribution, is to be deducted.

(4) In the ascertainment of the amount of the compensation payable to a tenant in respect of manures as defined by this Act, there shall be taken into account the value of the manure required by the contract of tenancy or by custom to be returned to the holding in respect of any crops sold off or removed from the holding within the last two years of the tenancy or other less time for which the tenancy has endured, not exceeding the value of the manure which would have been produced by the consumption on the holding of the crops so sold off or removed.

Manures include the application to land of purchased artificial or other purchased manure, consumption on the holding by

cattle, sheep, pigs, or by horses other than those regularly employed on the holding, of corn, cake or other feeding stuff not produced on the holding, consumption on the holding by cattle, sheep, or pigs, or by horses other than those regularly employed on the holding, of corn proved by satisfactory evidence to have been produced and consumed on the holding. See *infra*, p. 79.

Duty of valuer.—After having ascertained what amount has been sold off, the valuer must ascertain what quantity of manure the crops sold off would have produced, and what would be the value of such manure. He has then to ascertain whether any manure has been brought back, and, if so, what quantity, and has to set the one off against the other. If the balance is against the tenant, it will be deducted from the amount of compensation. A question will arise as to what is a proper return of manure: if any quantity is specified in the agreement, or required by custom, then it is apprehended that quantity would be the proper return: if none, then it is altogether a question for the valuer.

Is tenant entitled to be paid for manure?—The section leaves the question, Is the tenant entitled to be paid for the manure brought back? untouched. The answer depends on whether he is entitled to be paid for the manure arising from the consumption of crops on the holding by the custom of the country. If so, it is apprehended he would be entitled to be paid for the manure brought back, for all this section does is to say that there shall be the proper quantity of manure on the premises on the termination of the tenancy; if there is not, the tenant must pay what would be the value of the proper quantity, assuming it to be there: if the tenant is or is not to be paid for it is quite a different question, and one that the custom of the country or the agreement would regulate in each case. If the tenant can sell off, either by agreement or custom, without bringing back manure, then it is submitted the valuer would not be entitled to go into this inquiry at all.

(5) Nothing in this section shall prejudice the right of a tenant to claim any compensation to which he may be entitled under custom, agreement, or otherwise, in lieu of any compensation provided by this section.

Under s. 57 of the Agricultural Holdings (England) Act, 1883, which this sub-section replaces, it was held that an agreement to give compensation in respect of matters for which the landlord was not bound to give compensation under the Act was not prohibited by it, and that the procedure provided by the Act was not applicable, but that the tenant might recover by action (*Newby* v. *Eckersley*, [1899] 1 Q. B. 465; 68 L. J. Q. B. 261; 80 L. T. 314; 47 W. R. 245); it was also held that a tenant, not entitled to compensation under the Act because of non-compliance with its provisions—*e.g.*, a failure to give statutory notice of claim, might recover under an agreement therefor, though had he complied with the Act he might have obtained compensation under it. (*Pearson* v. *I'Anson*, [1899] 2 Q. B. 618; 81 L. T. 289;

68 L. J. Q. B. 878 ; 48 W. R. 154 ; 63 J. P. 677.) These decisions, however, are now of less importance by reason of the express provision that a tenant's right to claim any compensation to which he may be entitled under custom, agreement, or otherwise, in lieu of any compensation provided by the Agricultural Holdings (England) Acts, 1883 to 1900, shall not be prejudiced.

2. Settlement of differences by arbitration.] (1) If a tenant claims to be entitled to compensation, whether under the principal Act or this Act, or under custom, agreement, or otherwise, in respect of any improvement comprised in the First Schedule to this Act, and if the landlord and tenant fail to agree as to the amount and time and mode of payment of such compensation, the difference shall be settled by arbitration in accordance with the provisions, if any, in that behalf in any agreement between landlord and tenant, and in default of and subject to any such provisions by arbitration under this Act in accordance with the provisions set out in the Second Schedule to this Act.

First Schedule.—See *infra*, p. 78.

Second Schedule.—See *infra*, p. 80.

All matters must be settled by arbitration if for improvements comprised within the First Schedule.

The claim cannot be set off in an action for rent (*Gaslight and Coke Co.* v. *Holloway* (1885), 52 L. T. 434 ; 49 J. P. 344), or be counter-claimed (*Schofield* v. *Hincks* (1888), 58 L. J. Q. B. 147 ; 60 L. T. 573 ; 37 W. R. 157).

The landlord cannot initiate a proceeding under the Acts ; should the tenant not move, a landlord having a claim against the tenant must enforce it by action (*In re Lloyd and Tooth*, [1899] 1 Q. B. 559 ; 68 L. J. Q. B. 376 ; 80 L. T. 394).

Form of agreement.—Form 28, *post*, Chap. IV.

(2) Any claim by a tenant for compensation under the principal Act or this Act in respect of any improvement comprised in the First Schedule to this Act shall not be made after the determination of the tenancy. Provided that where the claim relates to an improvement executed after the determination of the tenancy, but while the tenant lawfully remains in occupation of part of the holding, the claim may be made at any time before the tenant quits that part.

Retention of part of holding.—A tenant, under a lease in accordance with the customs of the district, who holds the land from a specified date and the farmhouse and buildings from another specified date, determines his tenancy when he gives up possession of the land; accordingly, a notice in writing of a claim for compensation under the Act of 1883 was too late if made after possession of the land had been given up (*Morley* v. *Carter*, [1898] 1 Q. B. 8; 66 L. J. Q. B. 843; 77 L. T. 337; 46 W. R. 77; following *Black* v. *Clay*, [1894] A. C. 368, which was a case decided under the Agricultural Holdings (Scotland) Act, 1883 (46 & 47 Vict. c. 62).

Sufficiency of claim.—Where the holding was sold by the landlord, a claim against the purchasers of separate portions of the holding, as being the tenant's landlords, was held valid by His Honour Judge STEAVENSON, notwithstanding that the vendor had no notice of the claim (*Wells* v. *Fletcher* (1903), Estates Gazette, Aug. 22, 1903).

Service of claim.—*Supra*, p. 28.

Form of claim.—Form 29, *post*, Chap. IV.

(3) Where any claim by a tenant for compensation in respect of any improvement comprised in the First Schedule to this Act is referred to arbitration, and any sum is claimed to be due to the tenant from the landlord in respect of any breach of contract or otherwise in respect of the holding, or to the landlord from the tenant in respect of any waste wrongfully committed or permitted by the tenant, or in respect of breach of contract or otherwise in respect of the holding, the party claiming such sum may, if he thinks fit, by written notice to the other party given by registered letter or otherwise not later than seven days after the appointment of the arbitrator or arbitrators, require that the arbitration shall extend to the determination of the further claim, and thereupon the provisions of this section with respect to arbitration shall apply accordingly, and any sum awarded to be paid by a landlord or tenant shall be recoverable in manner provided by the principal Act for the recovery of compensation.

Waste is any act of the tenant that permanently deteriorates the property, such as pulling down buildings, cutting down trees, or breaking up pasture: it is of two kinds, *permissive or voluntary*, that is, arising from the neglect of the tenant, as neglecting to repair buildings or anything belonging to the freehold; *active*, when the

tenant actually does some act of destruction, as cutting down trees or pulling up a hedge. As a rule, the tenant would be restrained by injunction from committing active waste, but not for permissive.

Form of notice of further claim.—See Forms 30 and 31, *post*, Chap. IV.

Breaches of covenant.—As to breaches of covenant or agreement, the landlord or tenant will have to prove these, and, it is apprehended, he must prove specific damage ; breach of a covenant to repair would impose on the valuer the duty of saying what sum it would take to put the buildings in repair, and that would be the deduction to be made. But in the breach of a covenant to cultivate, say in accordance with the four-course shift, the landlord would have to prove specific damages before any deduction could be made ; the mere fact of proving the breach would not, it is apprehended, be sufficient.

To what acts breaches of covenant extend.—The breach of the agreement or covenant is not confined to a breach of any covenant in the actual agreement of tenancy, but extends to a breach of any other agreement connected with the contract of tenancy : thus, if a tenant agreed to do certain improvements if his landlord laid out so much, and failed to do this, the landlord would be entitled to have the damages for the breach of covenant taken into consideration. In fact, all claims against the tenant by the landlord, or *vice versâ*, would have to be considered by the valuer, if the landlord put them forward. A breach of a parol agreement would, if the agreement was proved, furnish an equally good claim as a breach of a written agreement.

Under sub-s. (6) of the Act of 1883, an award was bad which awarded to a landlord an amount by which the sums allowed to him exceeded those allowed to the tenant (*In re Holmes and Formby*, [1895] 1 Q. B. 174 ; 64 L. J. Q. B. 391 ; 15 R. 114 ; 71 L. T. 842 ; 43 W. R. 265), but that decision is no longer law. See also *Farquharson* v. *Morgan*, [1894] 1 Q. B. 552.

Application for recovery of money awarded to be paid for compensation.—See *supra*, pp. 23—25.

(4) Where any claim which is referred to arbitration relates to an improvement executed or matter arising after the determination of the tenancy, but while the tenant lawfully remains in occupation of part of the holding, the arbitrator may, if he thinks fit, make a separate award in respect of such claim.

(5) An arbitration shall, unless the parties otherwise agree, be before a single arbitrator.

(6) If in any arbitration under this Act the arbitrator states a case for the opinion of the county court on any question of law, the opinion of the court on any question

so stated shall be final, unless within the time and in accordance with the conditions prescribed by rules of the Supreme Court either party appeals to the Court of Appeal, from whose decision no appeal shall lie.

(7) Any person who wilfully and corruptly gives false evidence before an arbitrator or umpire in any arbitration under this Act shall be guilty of perjury, and may be dealt with, prosecuted, and punished accordingly.

(8) Subject to any provision contained in any agreement between landlord and tenant the Arbitration Act, 1889, shall not apply to any arbitration to which this Act applies.

As to arbitrations.—See *infra* p. 80.

Arbitration Act, 1889 (52 & 53 Vict. c. 49).

Any question of law arising during an arbitration may be stated by the arbitrator in the form of a special case for the opinion of the judge of a county court; moreover, when directed by the judge on the application of either party, a case must be stated (63 & 64 Vict. c. 50, Second Schedule, Part I. r. 9). See *infra*, p. 81. As to an appeal from the county court judge's decision, see R.S.C., Order LVIII. r. 20.

As to *an application for an order to state a case*, see *infra*, p. 93; and as to the *form of statement and the proceedings thereon*, see *infra*, p. 95.

Form of award.—No. 32, *post*, Chap. IV.

Agreement for two arbitrators.—Form 33, *post*, Chap. IV.

Agreement adopting Arbitration Act, 1889.—Form 34, *post*, Chap. IV.

3. Land charges.] (1) The powers of the county court under the principal Act with respect to charges shall be exercised by the Board of Agriculture, and accordingly the Board of Agriculture shall be substituted for the county court in sections twenty-nine, thirty, thirty-one, thirty-two, and thirty-nine of that Act.

(2) Where a charge may be made under the principal Act or this Act for compensation, the person making the award shall, at the request and cost of the party entitled to obtain the charge, certify the amount to be charged and the term for which the charge may properly be made, having regard to the time at which each improvement in

respect of which compensation is awarded is to be deemed to be exhausted.

(3) Sections twenty-nine, thirty, and thirty-one of the principal Act shall apply to any money paid by or due from a landlord to a tenant as compensation for any improvement comprised in the First Schedule to this Act, whether the compensation be claimed under this Act or under custom or agreement or otherwise.

(4) A charge made by the Board of Agriculture pursuant to this section shall be a land charge within the meaning of the Land Charges Registration and Searches Act, 1888, and may be registered accordingly. This subsection shall not apply to Scotland.

Land charges.—See *supra*, pp. 26—31, 38, 61, 62.

Land Charges Registration and Searches Act, 1888 (51 & 52 Vict. c. 51).

Procedure to obtain charge.—An application for a charge must be forwarded to the Board of Agriculture and Fisheries, setting out all the material facts on which it is based, and whether the compensation was paid or payable under the Acts, custom, agreement, or otherwise. If an award was made, it, or a certified copy thereof, and the arbitrator's certificate as to the amount to be charged, and the term for which the charge may properly be made, should be forwarded with the application. The application must be supported by a statutory declaration as to the facts, etc. The Board requires that persons interested in the estate to be charged should have notice of the application.

Application for land charge.—Form 35, *post*, Chap. IV.

Statutory declaration.—Form 36, *post*, Chap. IV.

4. Fixtures and buildings.] The provisions of section thirty-four of the principal Act shall apply to a fixture or building acquired by a tenant in like manner as they apply to a fixture or building affixed or erected by a tenant.

Fixtures and buildings.—See *supra*, p. 32.

5. Power of entry.] The landlord of a holding or any person authorised by him may at all reasonable times enter on the holding, or any part of it, for the purpose of viewing the state of the holding.

At common law a landlord has no right to enter demised premises during the term in the absence of an agreement therefor.

6. Penal rents and liquidated damages.] Notwithstanding any provision in a contract of tenancy making the tenant liable to pay a higher rent or other liquidated damages in the event of any breach or nonfulfilment of a covenant or condition, a landlord shall not be entitled to recover, by distress or otherwise, any sum in consequence of any breach or nonfulfilment of any such covenant or condition in excess of the damage actually suffered by him in consequence of the breach or nonfulfilment. Provided that this section shall not apply to any covenant or condition against breaking up permanent pasture, grubbing underwoods, or felling cutting lopping or injuring trees, or regulating the burning of heather.

In the excepted cases the landlord can still distrain or sue for penal rents, etc. They are not entirely abolished as is usually imagined.

7. Improvements executed before Act comes into operation.] The compensation in respect of an improvement made before this Act comes into operation shall be such (if any) as could have been claimed if this Act had not been passed, but shall be ascertained in the manner provided by this Act.

The Act is retrospective as to procedure, but not as to rights.

8. Notice of termination of tenancy.] From and after the passing of this Act notice of termination of tenancy under section twenty-eight of the Agricultural Holdings (Scotland) Act, 1883, may be given in the same manner as a notice of removal under section six of the Removal Terms (Scotland) Act, 1886.

This section relates only to Scotland, the Acts mentioned are 46 & 47 Vict. c. 62 ; 49 & 50 Vict. c. 50.

9. Interpretation.] (1) References to "manures" in the principal Act and this Act shall be construed as references to the improvements numbered twenty-three, twenty-four, and twenty-five in Part III. of the First Schedule to this Act.

(2) This Act shall be construed as one with the principal Act.

Manures.—See *infra*, p. 79.

10. Application to Scotland.] In the application of this Act to Scotland—

(1) References to the principal Act and to sections twenty-nine, thirty, thirty-two, and thirty-four thereof shall be construed as references to the Agricultural Holdings (Scotland) Act, 1883, and to sections twenty-four, twenty-six, twenty-five, and thirty thereof respectively. References to sections thirty-one and thirty-nine of the principal Act shall not apply :

(2) A reference to the Arbitration Act, 1889, shall be construed as a reference to the Arbitration (Scotland) Act, 1894, and a reference to the Market Gardeners' Compensation Act, 1895, shall be construed as a reference to the Market Gardeners' Compensation (Scotland) Act, 1897 ;

(3) The expression "either division of the Court of Session" shall be substituted for "Court of Appeal," "sheriff" for "county court" or "judge of a county court," "auditor of the sheriff court" for "registrar of the county court," "Act of Sederunt" for "Rules of the Supreme Court," "arbiter" and "arbiters" for "arbitrator" and "arbitrators," "oversman" for "umpire," "deterioration" for "waste" and "expenses" for "costs" :

(4) Any award or agreement as to compensation, and any other award under this Act, may be competently recorded for execution in the books of council and session or sheriff court books, and shall be enforceable in like manner as a recorded decree arbitral.

(5) Where any jurisdiction committed by the principal Act or this Act to the sheriff is exercised by the

sheriff-substitute there shall be no appeal to the sheriff.

11. Extent of Act.] This Act shall not extend to Ireland.

12. Repeal.] The enactments specified in the Third Schedule to this Act are hereby repealed to the extent mentioned in the third column of that schedule.

13. Commencement of Act.] This Act shall come into operation on the first day of January one thousand nine hundred and one.

14. Short titles.] (1) This Act may be cited as the Agricultural Holdings Act, 1900.

(2) The Agricultural Holdings (England) Act, 1883, the Tenants Compensation Act, 1890, the Market Gardeners' Compensation Act, 1895, and this Act, may be cited together as the Agricultural Holdings (England) Acts, 1883 to 1900.

(3) The Agricultural Holdings (Scotland) Act, 1883, the Market Gardeners' Compensation (Scotland) Act, 1897, and this Act may be cited together as the Agricultural Holdings (Scotland) Acts, 1883 to 1900.

The English Acts referred to above are 46 & 47 Vict. c. 61; 53 & 54 Vict. c. 57; 58 & 59 Vict. c. 27. See *supra*, pp. 9, 60, 63.

SCHEDULES.

FIRST SCHEDULE.

PART I.

IMPROVEMENTS TO WHICH CONSENT OF LANDLORD IS REQUIRED.

(1) Erection, alteration, or enlargement of buildings.
(2) Formation of silos.
(3) Laying down of permanent pasture.
(4) Making and planting of osier beds.
(5) Making of water meadows or works of irrigation.
(6) Making of gardens.
(7) Making or improving of roads or bridges.

(8) Making or improving of watercourses, ponds, wells, or reservoirs, or of works for the application of water power or for supply of water for agricultural or domestic purposes.
(9) Making or removal of permanent fences.
(10) Planting of hops.
(11) Planting of orchards or fruit bushes.
(12) Protecting young fruit trees.
(13) Reclaiming of waste land.
(14) Warping or weiring of land.
(15) Embankments and sluices against floods.
(16) The erection of wirework in hop gardens.

[N.B.—*This part is subject as to market gardens to the provisions of Part III.*]

PART II.

IMPROVEMENTS IN RESPECT OF WHICH NOTICE TO LANDLORD IS REQUIRED.

(17) Drainage.

PART III.

IMPROVEMENTS IN RESPECT OF WHICH CONSENT OF OR NOTICE TO LANDLORD IS NOT REQUIRED.

(18) Chalking of land.
(19) Clay-burning.
(20) Claying of land or spreading blaes upon land.
(21) Liming of land.
(22) Marling of land.
(23) Application to land of purchased artificial or other purchased manure.
(24) Consumption on the holding by cattle, sheep, pigs, or by horses other than those regularly employed on the holding, of corn, cake, or other feeding stuff not produced on the holding.
(25) Consumption on the holding by cattle, sheep, or pigs, or by horses other than those regularly employed on the holding, of corn proved by satisfactory evidence to have been produced and consumed on the holding.
(26) Laying down temporary pasture with clover, grass, lucerne, sainfoin, or other seeds, sown more than two years prior to the determination of the tenancy.

(27) In the case of a holding as to which section three of the Market Gardeners' Compensation Act, 1895, applies:—

(i) Planting of standard or other fruit trees permanently set out;

(ii) Planting of fruit bushes permanently set out;

(iii) Planting of strawberry plants;

(iv) Planting of asparagus, rhubarb, and other vegetable crops which continue productive for two or more years;

(v) Erection or enlargement of buildings for the purpose of the trade or business of a market gardener.

SECOND SCHEDULE,

RULES AS TO ARBITRATION.

PART I.

ARBITRATION BEFORE A SINGLE ARBITRATOR.

Appointment of Arbitrator.

1. A person agreed upon between the parties, or in default of agreement nominated by the Board of Agriculture on the application in writing of either of the parties, shall be appointed arbitrator.

Form of joint appointment.—Form 37, *post*, Chap. IV.

Form of application.—See *post*, Form 38, *post*, Chap. IV.

2. If a person appointed arbitrator dies, or is incapable of acting, or for seven days after notice from either party requiring him to act fails to act, a new arbitrator may be appointed as if no arbitrator had been appointed.

Form of appointment in substitution. — Form 39, *post*, Chap. IV.

3. Neither party shall have power to revoke the appointment of the arbitrator without the consent of the other party.

Consent to revocation. —Form 40, *post*, Chap. IV.

Revocation.—Form 41, *post*, Chap. IV.

4. Every appointment, notice, revocation, and consent under this part of these rules must be in writing.

General heading.—Form 42, *post*, Chap. IV.

Time for award.

5. The arbitrator shall make and sign his award within twenty-eight days of his appointment or within such longer period as the Board of Agriculture may (whether the time for making the award has expired or not) direct.

Removal of Arbitrator.

6. Where an arbitrator has misconducted himself the county court may remove him.

An application for removal of an arbitrator must have filed with it particulars of the relief claimed, and the grounds on which the application is based, and the names of all parties to the arbitration, who must be made parties to the application. An affidavit must support the application. *Copies of all papers filed* must be delivered with the application, and served on all parties ; *the matter is determined by the judge* without a jury, *and the judge's order* thereon enforceable as any judgment or order of a county court. See County Court Rules, Order XL., r. 4, *infra*, pp. 96, 97.

Evidence.

7. The parties to the arbitration, and all persons claiming through them respectively, shall, subject to any legal objection, submit to be examined by the arbitrator, on oath or affirmation, in relation to the matters in dispute, and shall, subject as aforesaid, produce before the arbitrator all samples, books, deeds, papers, accounts, writings, and documents, within their possession or power respectively which may be required or called for, and do all other things which during the proceedings the arbitrator may require.

8. The arbitrator shall have power to administer oaths, and to take the affirmation of parties and witnesses appearing, and witnesses shall, if the arbitrator thinks fit, be examined on oath or affirmation.

Statement of Case.

9. The arbitrator may at any stage of the proceedings, and shall, if so directed by the judge of a county court (which direction may be given on the application of either party), state in the form of a special case for the opinion of that court any question of law arising in the course of the arbitration.

An application for an order to state a case must be made in court on written notice, which must state concisely the question of law to be determined by the court, and be supported by an

affidavit as to facts and the question of law. *The judge's order thereon* must be settled and signed by the registrar, and a copy thereof served on the arbitrator in accordance with the provisions of s. 28 of the Agricultural Holdings (England) Act, 1883 (as to which, see *supra*, p. 26), and on all other persons affected thereby, by the county court bailiff within twenty-four hours of its delivery to him by the registrar (County Court Rules, Order XL., r. 2 (6), see *infra*, p. 94).

The case must be stated in a concise manner, and divided into numbered paragraphs (Order XL., r. 3, *infra*, p. 95).

Award.

10. The arbitrator shall on the application of either party specify the amount awarded in respect of any particular improvement or improvements, and the award shall fix a day not sooner than one month nor later than two months after the delivery of the award for the payment of the money awarded for compensation, costs, or otherwise, and shall be in such form as may be prescribed by the Board of Agriculture.

Award in lump sum.—It has been held by a county court judge that an award made out in a lump sum is good if the arbitrator was not requested to make out a detailed award (*Lister* v. *Pearson* (1903), Estates Gazette, October 17th, 1903).

Form of Award.—Form 32, *post*, Chap. IV.

11. The award to be made by the arbitrator shall be final and binding on the parties and the persons claiming under them respectively.

The section means that the award cannot be questioned except as provided by the Acts, *infra*, par. 13. See *In re Lloyd and Tooth*, [1899] 1 Q. B. 559.

12. The arbitrator may correct in an award any clerical mistake or error arising from any accidental slip or omission.

13. When an arbitrator has misconducted himself, or an arbitration or award has been improperly procured, the county court may set the award aside.

The procedure on setting aside an award is similar to that where it is sought to remove an arbitrator, except that a copy of the award must be filed on making the application (County Court Rules, Order XL., r. 4 (4), *infra*, p. 97).

Costs.

14. The costs of and incidental to the arbitration and award shall be in the discretion of the arbitrator, who may

direct to and by whom and in what manner these costs or any part thereof are to be paid, and the costs shall be subject to taxation by the registrar of the county court on the application of either party, but that taxation shall be subject to review by the judge of the county court.

An application to tax costs of arbitration must be in writing, and a certificate of the result of the taxation stating the allowed costs must be delivered to each party (County Court Rules, Order XL., r. 5, *infra*, p. 100).

An application to review the registrar's taxation must be made on written notice in accordance with the rules as to interlocutory applications (County Court Rules, Order XL., r. 6, *infra*, p. 100).

Interlocutory applications, *infra*, p. 92.

15. The arbitrator shall, in awarding costs, take into consideration the reasonableness or unreasonableness of the claim of either party, either in respect of amount or otherwise, and any unreasonable demand for particulars or refusal to supply particulars, and generally all the circumstances of the case, and may disallow the costs of any witness whom he considers to have been called unnecessarily, and any other costs which he considers to have been incurred unnecessarily.

Solicitor and client costs.—It was held under s. 20 of the Act of 1883, *supra*, p. 22, that costs between solicitor and client could not be awarded by the arbitrator (*In re Griffiths and Morris*, [1895] 1 Q. B. 866).

Forms.

16. Any forms for proceedings in arbitrations under this Act which may be prescribed by the Board of Agriculture shall, if used, be sufficient.

Regulations and forms prescribed.—See *infra*, p. 103.

PART II.

ARBITRATION BEFORE TWO ARBITRATORS OR AN UMPIRE.

Appointment of Arbitrators and Umpire.

1. If the parties agree in writing that there be not a single arbitrator, each of them shall appoint an arbitrator.

2. If before award one of two arbitrators dies or is incapable of acting, or for seven days after notice from

either party requiring him to act fails to act, the party appointing him shall appoint another arbitrator.

Notice to act.—Form 43, *post*, Chap. IV.

3. Notice of every appointment of an arbitrator by either party shall be given to the other party.

Notice of appointment.—Form 44, *post*, Chap. IV.

4. If for fourteen days after notice by one party to the other to appoint an arbitrator, or another arbitrator, the other party fails to do so, then, on the application of the party giving notice, the Board of Agriculture shall appoint a person to be an arbitrator.

Notice to appoint.—Form 45, *post*, Chap. IV.

5. Where two arbitrators are appointed, then (subject to the provisions of these rules) they shall, before they enter on the arbitration, appoint an umpire.

Appointment of umpire.—Form 46, *post*, Chap. IV.

6. If before award an umpire dies, or is incapable of acting, or for seven days after notice from either party requiring him to act fails to act, the arbitrators may appoint another umpire.

7. If for seven days after request from either party, the arbitrators fail to appoint an umpire, or another umpire, then, on the application of either party, the Board of Agriculture shall appoint a person to be the umpire.

Requests.—Form 47, *post*, Chap. IV.

Application for appointment of umpire.—Form 48, *post*, Chap. IV.

8. Neither party shall have power to revoke an appointment of an arbitrator without the consent of the other.

9. Every appointment, notice, request, revocation, and consent under this part of these rules shall be in writing.

Time for Award.

10. The arbitrators shall make and sign their award in writing within twenty-eight days after the appointment of the last appointed of them, or on or before any later day to which the arbitrators, by any writing signed by them, may enlarge the time for making the award, not being more than forty-nine days from the appointment of the last appointed of them.

Enlargement.—Form 49, *post*, Chap. IV.

11. If the arbitrators have allowed their time or extended time to expire without making an award, or have delivered to either party or to the umpire a notice in writing stating that they cannot agree, the umpire may forthwith enter on the arbitration in lieu of the arbitrators.

Notice.—Form 50, *post*, Chap. IV.

12. The umpire shall make and sign his award within one month after the original or extended time appointed for making the award of the arbitrators has expired.

13. The time for making an award may from time to time be extended by the Board of Agriculture, whether the time for making the award has expired or not.

Application for extension of time.—Form 51, *post*, Chap. IV.

Removal of Arbitrator, Evidence, Statement of Case, Award, Costs, Forms.

14. The provisions of Part I. of these rules as to the removal of an arbitrator, the evidence, the statement of a case, the award, costs, and forms shall apply to an arbitration in accordance with this Part as if the expression "arbitrator" whenever used in those provisions included two arbitrators or an umpire, as the case may require.

THIRD SCHEDULE.

ENACTMENTS REPEALED.

Session and Chapter.	Short Title.	Extent of Repeal.
46 & 47 Vict. c. 61.	The Agricultural Holdings (England) Act, 1883.	Section one. Sections six to sixteen. Section seventeen from "and the award shall" to the end of the section. Sections eighteen to twenty-three. In section twenty-four the words "or ordered on appeal" and the words "or ordered." Section twenty-nine from "where an award has been made" to "improvement will." Section fifty-seven. The definition of "manures" in section sixty-one. The First Schedule.

Session and Chapter	Short Title.	Extent of Repeal.
46 & 47 Vict. c. 62.	The Agricultural Holdings (Scotland) Act, 1883.	Section one. Sections six to eight. Sections eleven to fifteen. Section sixteen from the beginning thereof to "within the county," and from "and the award shall" to the end of the section. Section seventeen to twenty. In section twenty-one the words "or ordered on appeal," and the words "or ordered." Section twenty-four from "where an award has been made" to "improvement will." Section thirty-eight. The Schedule.
52 & 53 Vict. c. 20.	The Agricultural Holdings (Scotland) Act, 1889.	The whole Act.
58 & 59 Vict. c. 27.	The Market Gardeners' Compensation Act, 1895.	In section three the paragraphs numbered (2) and (3).
60 & 61 Vict. c. 22.	The Market Gardeners' Compensation (Scotland) Act, 1897.	In section three the paragraphs numbered (2) and (3).

F.—Allotments and Cottage Gardens Compensation for Crops Act, 1887 (50 & 51 Vict. c. 26).

An Act to provide Compensation to the Occupiers of Allotments and Cottage Gardens for crops left in the ground at the end of their tenancies. [8th August, 1887.]

BE it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

1. Short title.] This Act may be cited as the Allotments and Cottage Gardens Compensation for Crops Act, 1887.

2. Extent of Act.] This Act shall not extend to Scotland or Ireland or to the metropolis.

3. Commencement of Act.] This Act shall come into force on the first day of January one thousand eight hundred and eighty-eight, which day is in this Act referred to as the commencement of this Act.

4. Definitions.] In this Act—

"The metropolis" means the city of London and all parishes and places mentioned in Schedules A, B, and C to the Metropolis Management Act, 1855.

Metropolis Management Act, 1855 (18 & 19 Vict. c. 120).

"Allotment" means any parcel of land of not more than two acres in extent held by a tenant under a landlord and cultivated as a garden or as a farm, or partly as a garden and partly as a farm.

Land used by a seedsman or market gardener for the purposes of his business is not an allotment within the Act even if it is an area within the limits specified by the Act, and has fruit or vegetables or flowers grown in it. The land must be cultivated as a garden in the ordinary sense of being cultivated to supply food or for pleasure (*Cooper* v. *Pearse*, [1896] 1 Q. B. 562; 65 L. J. M. C. 95; 74 L. T. 495; 44 W. R. 494; 60 J. P. 282).

"Cottage garden" means an allotment attached to a cottage.

"Holding" means an allotment or cottage garden.

"Tenant" means the holder of a holding under a landlord for any term, and includes the legal personal representative of a deceased tenant.

"Landlord" means the person for the time being entitled to receive the rents and profits of any holding.

"Person" includes a body of persons and a corporation aggregate or sole.

"Contract of tenancy" means the letting of land for any term.

"Determination of tenancy" means the cesser of a contract of tenancy by effluxion of time or from any other cause.

The designations of landlord and tenant shall for the purposes of this Act continue to apply to the

parties to a contract of tenancy until the conclusion of any proceedings taken under this Act on the determination of a tenancy.

Compare these definitions with those in the Agricultural Holdings (England) Act, 1883 (46 & 47 Vict. c. 61, s. 61), *supra*, p. 54.

5. Compensation.] Upon the determination of the tenancy of a holding after the commencement of this Act the tenant shall be entitled notwithstanding any agreement to the contrary to obtain from the landlord compensation in money for the following matters and things, that is to say—

(a) For crops, including fruit, growing upon the holding in the ordinary course of cultivation, and for fruit trees and fruit bushes growing thereon, which have been planted by the tenant with the previous consent in writing of the landlord.

(b) For labour expended upon and for manure applied to the holding since the taking of the last crop therefrom in anticipation of a future crop.

(c) For drains and for any outbuildings, pigsties, fowl-houses, or other structural improvements made by the tenant upon his holding with the written consent of his landlord.

Consent in writing.—Form 52, *post*, Chap. IV.

6. Deduction from compensation on account of rent or breach of contract.] In the ascertainment of the amount of compensation payable to the tenant under this Act, any sum due to the landlord in respect of rent or of any breach of the contract of tenancy or wilful or negligent damage committed or permitted by the tenant shall be taken into account in reduction of the amount of compensation.

7. Compensation if not agreed upon to be settled by an arbitrator.] The landlord and tenant may agree upon the amount and time of payment of compensation to be paid under this Act. If in any case they do not so agree, the difference shall be settled by an arbitrator.

8. Appointment of arbitrator.] If the landlord and tenant concur they may within twenty-eight days after the determination of the tenancy jointly appoint such arbitrator. If they do not concur, such arbitrator shall be appointed in the following manner—

(1) The landlord and tenant or either of them may apply personally or in writing to the justices of the peace, acting for the petty sessional division in which the holding is situated, in petty sessions, and such justices shall upon the receipt of the application appoint one of their number not being interested in the holding, or other competent person not being interested as aforesaid, to act as such arbitrator.

Joint appointment.—Form 53, *post*, Chap. IV.
Form of application.—Form 54, *post*, Chap. IV.
Justices' appointment.—Form 55, *post*, Chap. IV.

(2) If before award the person so appointed dies or becomes incapable of acting or for seven days after his appointment fails to act the justices shall appoint in manner aforesaid another arbitrator.

9. Justices if practicable to appoint person to act as arbitrator without remuneration.] The justices shall in all cases in which it is practicable obtain the consent of the arbitrator to act without remuneration, and in any case in which it is impracticable to obtain such consent they shall direct that the arbitrator shall be paid such moderate sum as they consider will reasonably remunerate him for his time and expenses.

Consent to act without remuneration. — Form 56, *post*, Chap. IV.

10. Time for commencement of arbitration.] The arbitrator shall proceed to determine any difference referred to him under this Act within seven days after his appointment.

11. Power for arbitrator to administer oaths.] The arbitrator, if he shall consider it desirable or necessary so

to do, shall have power to call for the production of any document which is in the possession of either party, or which either party can produce, and which to the arbitrator seems necessary for determination of the difference referred to him, and to take the examination of the parties and witnesses on oath and to administer oaths and take affirmations, and if any person so sworn or affirming wilfully and corruptly gives false evidence he shall be guilty of perjury.

12. Power to proceed in absence of either party.] The arbitrator may proceed in the absence of either party after notice given to both parties.

Form of notice.—Form 57, *post*, Chap. IV.

13. Form of award and time for its delivery.] The award shall be in writing signed by the arbitrator, and shall be ready for delivery within fourteen days after his appointment, or within such extended time not exceeding in the whole twenty-eight days after his appointment as the parties may agree upon in writing.

Form of award.—Form 32, *post*, Chap. IV.

14. Costs of Arbitration.] The costs (if any) of and attending the arbitration including the remuneration (if any) of the arbitrator shall be borne and paid by the parties in such proportion as to the arbitrator appears just, and the award may direct the payment of the whole or any part of the aforesaid costs by the one party to the other, or may declare that no costs shall be payable.

15. Day for payment.] The award shall fix a day not sooner than fourteen days after the delivery of the award for the payment of the money awarded for compensation, costs, or otherwise.

16. Award to be final.] The award shall be final and conclusive in every case; and neither the submission to arbitration nor the award shall be made a rule of any court, or be removable by any process into any court.

The meaning of the section is merely that a submission or award shall not be brought up to the High Court to be quashed,

but that an award under the Act shall be conclusive (*In re Lloyd and Tooth*, [1899] 1 Q. B. 559). The award may, of course, be set aside if improperly procured, or if there has been misconduct on the part of an arbitrator or umpire (Arbitration Act, 1889 (52 & 53 Vict. c. 49, s. 11 (2)).

17. Recovery of compensation money.] Where any money agreed or awarded to be paid for compensation, costs, or otherwise, is not paid within fourteen days after the time when it is agreed or awarded to be paid, it shall be recoverable upon order made by the judge of the county court within the district of which the holding is situated, as money ordered to be paid by a county court under its ordinary jurisdiction is recoverable.

As to procedure to recover compensation money.—See s. 24 of the Agricultural Holdings (England) Act, 1883, *supra*, p. 23, and County Court Rules, Ord. XL., rr. 7, 8, *infra*, pp. 101, 102.

18. No claim to be made under the Agricultural Holdings (England) Act for any matter or thing for which a claim is made under this Act.] No claim for compensation shall be made under the Agricultural Holdings (England) Act, 1883, for any matter or thing in respect of which a claim for compensation is made under this Act, and in any case in which the provisions of that Act and of this Act conflict the provisions of this Act shall prevail.

G.—Statutory Rules and Orders.

THE COUNTY COURT RULES, 1903.—ORDER XL.

THE AGRICULTURAL HOLDINGS (ENGLAND) ACTS, 1883 TO 1900, ETC.

1. *Appointment or change of guardian.*—(1) An application for the appointment or change of a guardian of an infant or person of unsound mind not so found by inquisition for the purposes of the Agricultural Holdings (England) Acts, 1883 to 1900 (in this Order referred to as the said Acts), shall be intituled in the matter of the Acts and of

the arbitration or intended arbitration, and shall be made in accordance with the rules for the time being in force as to interlocutory applications.

See s. 25 of the Act of 1883, *supra*, p. 24.

Application.—Form 58, *post*, Chap. IV.

Order XII., r. 11. Practice on interlocutory applications.—Where by any statute or by these rules any interlocutory application is expressly or by reasonable intendment directed to be made to the court, or to the judge, or to the judge or registrar, or to the registrar, then, subject to the provisions of the particular statute or of the particular rule applicable thereto, and so far as the same shall not be inconsistent therewith, the following provisions shall apply :

(1) The application may be made either in or out of court, and either *ex parte* or on notice in writing ; when made on notice, the notice shall be served on the opposite party two days at least before the hearing of the application, unless the judge or registrar gives leave for shorter notice ;

(2) No affidavit in support shall be necessary, but the judge or registrar, as the case may be, may, if he thinks fit, adjourn the hearing of the application and order affidavits in support to be filed ;

(3) The judge or registrar upon the hearing or adjourned hearing of the application may make an order absolute in the first instance, or to be absolute at any time to be ordered by him, unless cause be shown to the contrary, or may make such other order or give such directions as may be just ;

(4) The allowance of the costs of and incident to the application shall be in the discretion of the judge or registrar ; and no such costs shall be allowed on taxation without special order ;

(5) The taxation of costs, when allowed, shall not take place until the general taxation of the costs of the action or matter in which the application is made, or the action or matter is determined, unless the judge or registrar on the hearing of the application for good cause otherwise orders ;

(6) When an earlier taxation is ordered, the word "recovered," wherever it occurs in the scales, shall be deemed for the purposes of taxation to mean "claimed," and column B. shall apply to all cases exceeding twenty pounds to the exclusion of column C. ;

When the application may under the particular statute or rule be made to the registrar, and is so made, the following additional provisions shall apply :

(7) The registrar may, if in doubt as to the proper order to be made, refer the matter to the judge forthwith or at the next court day or at the trial ;

(8) The judge may vary or rescind any order made by the registrar, and may make such order as may be just, and if necessary adjourn the trial.

(2) *Affidavit.*—Any such application shall be supported by affidavit, and accompanied by a written consent of the proposed guardian to act as such.

Affidavit.—Form 59, *post*, Chap. IV.

Consent.—Form 60, *post*, Chap. IV.

(3) *Applications* ex parte.—An application on behalf of an infant or person of unsound mind for the appointment of a guardian may be made *ex parte*.

(4) *Applications on notice.*—An application by any other person interested for the appointment of a guardian of an infant or person of unsound mind shall be made to the judge on notice in writing; and such notice, together with a copy of the affidavit in support of the application, shall three clear days at least before the day in such notice named for hearing the application be served on the person with whom or under whose care such infant or person of unsound mind is residing, and also, in the case of an infant not residing with or under the care of his father or guardian, on the father or guardian (if any) of such infant: Provided that the registrar may dispense with such last-mentioned service. Service may be effected in accordance with the provisions of section 28 of the Agricultural Holdings (England) Act, 1883.

(5) An application for the removal or change of a guardian shall be made to the judge on notice in writing, which shall be served on the guardian proposed to be removed or changed, or his solicitor, in accordance with the last preceding paragraph.

2. *Application for order to state case.*—(1) An application to the judge under the said Acts for an order directing an arbitrator to state in the form of a special case for the opinion of the court any question of law arising in the course of the arbitration shall be made in court on notice in writing, which shall be intituled in the matter of the Acts and of the arbitration, and shall state concisely the question of law which the applicant desires to be stated for the opinion of the court, and shall be supported by an affidavit setting forth the facts of the case and the question of law arising thereon.

Application.—Form 61, *post*, Chap. IV.

(2) The application and affidavit shall be filed with the registrar, and shall be marked by the registrar with a reference number, and all subsequent proceedings shall bear the reference number.

(3) Copies of the application and affidavit shall be served by the applicant on the parties to the arbitration, and on the arbitrator, or on their respective solicitors (if any), ten clear days at least before the hearing of the application, unless the judge or registrar shall give leave for shorter service, in which case a copy of the order giving such leave shall be served with the copy of the application. Such service may be effected in accordance with the provisions of section 28 of the Agricultural Holdings (England) Act, 1883; and service on any party who does not appear on the hearing of the application shall be proved before an order is made.

(4) Any affidavit intended to be used by any party in opposition to the application shall be filed and a copy thereof shall be served on the applicant or his solicitor four clear days at least before the hearing of the application, or, if leave has been given for short service of the notice of the application, in such reasonable time before the hearing as the date of service of such notice will allow.

(5) A deponent to an affidavit shall on notice from the other side served in accordance with paragraph 3 attend the hearing for cross examination; and witnesses may be orally examined on the hearing of the application in the same manner as on the hearing of an action.

(6) The order of the judge on the application shall be settled and signed by the registrar, and shall be sealed and filed, and signed copies thereof shall be served on the arbitrator in accordance with the provisions of section 28 of the Agricultural Holdings (England) Act, 1883, and on all other persons affected thereby in accordance with Rule 7 of Order XXIII.

Order XXIII., r. 7. Mode of service of judgments and orders. —Any judgment or order for the payment of money or costs or both, or any other order, shall, subject to any special order by the court, and subject to the provisions of these rules, be prepared by the registrar and delivered to the bailiff, who shall within twenty-four hours send the same, by post or otherwise, to the party on whom service has to be made: Provided that it shall not be necessary

for the party in whose favour any such judgment or order has been made to prove, previously to his taking proceedings thereon, that it was posted or reached the opposite party.

3. *Statement of case.*—(1) Where an arbitrator under the said Acts states in the form of a special case for the opinion of the court any question of law arising in the course of the arbitration (whether on his own motion or in pursuance of a direction of the court to that effect), such case shall be intituled in the matter of the Acts, and of the arbitration, and shall be divided into paragraphs numbered consecutively, and shall state concisely such facts and documents as may be necessary to enable the judge to decide the questions of law raised thereby. Upon the argument of such case the judge and the parties shall be at liberty to refer to the whole contents of such documents, and the judge shall be at liberty to draw from the facts and documents stated in the case any inference, whether of fact or of law, which might have been drawn therefrom if proved at the hearing of an arbitration.

(2) *Signing and filing.*—Such special case shall be signed by the arbitrator, and may be filed by the arbitrator or any of the parties to the arbitration with the registrar, and a copy shall be filed therewith for the use of the judge; and such case shall be marked by the registrar with a reference number, (which, where a case is stated in pursuance of a direction of the court to that effect, shall be the same as that on the application for such direction,) and all subsequent proceedings shall bear the reference number.

(3) *Fixing day for hearing.*—On a case being filed the registrar shall transmit a copy thereof to the judge, who shall, as soon as conveniently may be, appoint a day and hour for hearing the case, and instruct the registrar to give notice thereof forthwith to the parties. Such day shall be so fixed as to allow such notice to be given ten clear days at least before the day fixed for the hearing, unless the judge shall, with the consent of all parties, fix an earlier day; and such notices may be served in accordance with the provisions of section 28 of the Agricultural Holdings (England) Act, 1883.

46 & 47 Vict. c. 61, s. 28, *supra*, p. 26.

(4) *Copies of case.*—The registrar shall, on the application and at the cost of any party, furnish him with a copy of the case.

(5) *Order on hearing.*—On the hearing of the case an order in accordance with the opinion of the judge shall be settled and signed by the registrar, and shall be sealed and filed, and signed copies thereof shall be served on all parties to the arbitration in accordance with rule 7 of Order XXIII., and a signed copy thereof shall be sent in like manner to the arbitrator, for him to proceed in accordance with the opinion of the judge.

Rule 7, *supra*, p. 94.

(6) *Remitting case for re-statement.*—The judge may remit the case to the arbitrator for re-statement or further statement.

4. *Application for removal of arbitrator, or to set aside award.*—(1) When application is made to the court under the said Acts for the removal of an arbitrator on the ground of his misconduct, or for an order setting aside an award on the ground of misconduct of the arbitrator, or on the ground that the arbitration or award has been improperly procured, the party making the application shall be called "the applicant"; and all other parties to the arbitration, and the arbitrator, shall be made parties to the application, and shall be called "the respondents."

(2) *Proceedings, how commenced.*—Proceedings shall be commenced by filing an application, intituled in the matter of the Acts and of the arbitration, which shall be entered and numbered as a plaint.

Application.—Form 62, *post*, Chap. IV.

(3) *Particulars and affidavit.*—Particulars shall be appended or annexed to the application, containing

(a) A concise statement of the relief or order which the applicant claims, and of the grounds on which the application is made:

(b) The full names and addresses of the respondent and of the applicant, and of his solicitor, if the proceedings are commenced through a solicitor:

and the application shall be supported by an affidavit setting forth the circumstances in which and the grounds on which the application is made.

(4) *Copies for judge and respondents.*—The applicant shall deliver to the registrar with the application, particulars, and affidavit a copy thereof for the judge, and a copy for each respondent to be served; and where the application is to set aside an award, the applicant shall file a copy of the award for the use of the judge.

(5) *Fixing day of hearing by registrar.*—On the filing of the application the registrar shall fix the hearing thereof before the judge for any court appointed to be held within twenty-eight days from the date of the application, but the date of hearing shall be so fixed as to allow the copies of the application, particulars, and affidavit to be served on the respondents at least ten clear days before the date so fixed.

(6) *Fixing day and place of hearing by judge.*—If there is no such court available, the registrar shall send notice of the application to the judge, who shall, as soon as conveniently may be, appoint a day and place for the hearing of the application. Such day shall be so fixed as to allow the copies of the application, particulars, and affidavit to be served on the respondents at least ten clear days before the date so fixed. The place of hearing shall be the place at which the court is held, or, if the judge so orders, any other convenient court of which he is judge.

(7) *Notice to parties.*—On the day for the hearing of the application being fixed, the registrar shall give or send by post notice in writing to the applicant, stating the place at which and the day and hour on and at which the application will be heard, and shall issue the copies of the application, particulars, and affidavit, under the seal of the court, for service on the respondents, together with notices signed by the registrar himself and under the seal of the court, stating the place at which and the day and hour on and at which the application will be heard, and that if the respondents do not attend in person or by their solicitors such order will be made and proceedings taken as the judge may think just and expedient.

(8) *Service on respondents.*—The copies and notices mentioned in the last preceding paragraph shall be served on

each respondent ten clear days at least before the day fixed for the hearing, unless such respondent, or his solicitor on his behalf, agrees to accept shorter service.

(9) *By whom service may be effected.*—Such copies and notices may be served:

(a) By a bailiff of a court;

or, at the request of the applicant or his solicitor,

(b) By the applicant, or some clerk or servant in his permanent and exclusive employ; or

(c) By the applicant's solicitor, or a solicitor acting as agent for such solicitor, or some person in the employ of either of them.

(10) *Mode of service.*—Service may be effected either in accordance with the rules as to service of default summonses or by registered post in accordance with the provisions of section 28 of the Agricultural Holdings (England) Act, 1883.

46 & 47 Vict. c. 61, s. 28, *supra*, p. 26.

(11) *Where service effected otherwise than by bailiff.*—Where service is effected otherwise than by a bailiff, a copy of the document served, with the date and mode of service indorsed thereon, shall within three clear days next after the date of service, or such further time as may be allowed by the registrar of the court issuing such document, be delivered or transmitted to such registrar by the applicant or his solicitor. The applicant or his solicitor shall also deliver or transmit to the registrar an affidavit of the service of such document, according to the form in the Appendix, with such variations as the circumstances of the case may require.

(12) *Affidavits by respondents.*—Any affidavit intended to be used by any respondent on the hearing of the application shall be filed and a copy thereof shall be served on the applicant or his solicitor four clear days at least before the hearing of the application, or, if short service of the notice of the application has been accepted, in such reasonable time before the hearing as the date of service will allow.

(13) *Attendance for cross-examination.*—A deponent to an affidavit shall on notice from the other side served in

accordance with the provisions of section 28 of the Agricultural Holdings (England) Act, 1883, attend the hearing for cross-examination; and witnesses may be orally examined on the hearing of the application in the same manner as on the hearing of an action.

46 & 47 Vict. c. 61, s. 28, *supra*, p. 26.

(14) *Procedure on application.*—Subject to the special provisions of this rule, the procedure on an application shall be the same as the procedure in an action commenced in the court by plaint and summons in the ordinary way, and determined by the judge without a jury; and the statutory provisions and rules for the time being in force relating to such actions shall, with the necessary modifications, apply to such application accordingly; and in the application of such provisions and rules the application shall be deemed to be a summons with particulars annexed, the day fixed for proceeding with the application shall be deemed to be the return day, and the applicant and respondents shall be deemed to be plaintiff and defendants respectively.

(15) *Order.*—The order of the judge on any application shall be settled and signed by the registrar, and shall be sealed and filed, and signed copies thereof shall be served on all persons affected thereby in accordance with rule 7 of Order XXIII.; and such order shall be enforceable in the same manner as a judgment or order of the court.

Rule 7, *supra*, p. 94.

(16) *Where hearing is to take place in another court.*—Where the hearing is to take place at another court, the registrar of the court in which the proceeding is pending shall forthwith send notice to the registrar of such other court that the judge has ordered the hearing to take place there; and he shall, in sufficient time before the hearing, transmit the papers to the registrar of the court at which the hearing is to take place, who shall act at the hearing for such first mentioned registrar, and shall, after the hearing, return the papers to him, with a minute of the order made; and such order shall be settled, signed, sealed, filed, served, and proceeded on in the court in which the proceeding is pending, in like manner as if the hearing had taken place there.

5. (1) *Application for taxation of costs of arbitration.*—An application to the registrar to tax the costs of and incidental to an arbitration and award under the said Acts shall be made in writing, and shall state on whose behalf the application is made.

(2) *Notice of time and place for taxation.*—On receipt of such application the registrar shall fix a place and time for proceeding with such taxation, and shall give or send by post notice in writing to the applicant and to the parties whose costs are to be taxed, signed by the registrar himself and under the seal of the court, stating the place, day and hour at and on which the taxation will be proceeded with, and requiring the parties to attend and produce documents and be examined, and warning them that if they do not attend in person or by their solicitors such order will be made and proceedings taken as to the registrar shall seem fit. Such notices shall be given or sent four clear days at least before the day fixed for the taxation.

(3) *Certificate of taxation.*—On the completion of the taxation, or, in the case of review by the judge, after such review, the registrar shall give or send by post to each party a certificate of the result of the taxation, stating the amount at which the costs have been allowed.

6. *Review of taxation by judge.*—An application to the judge to review any taxation by the registrar shall be made on notice in writing in accordance with the rules for the time being in force as to interlocutory applications.

Interlocutory applications, *supra*, p. 92.

7. (1) *Application for recovery of money awarded to be paid for compensation, etc.*—An application to the judge under the said Acts, or the Allotments and Cottage Gardens Compensation for Crops Act, 1887, for an order that money awarded to be paid for compensation, costs, or otherwise, shall be recoverable as money ordered by a county court under its ordinary jurisdiction to be paid is recoverable, shall be made in court on notice in writing, which shall be intituled in the matter of the Acts and of the arbitration; and on filing the application the applicant shall produce to

the registrar the original award (or a duplicate thereof) and shall file a copy thereof, together with an affidavit intituled as above, verifying both the original and the copy award, and the amount remaining due thereunder.

46 & 47 Vict. c. 61, s. 24; 50 & 51 Vict. c. 26, s. 17; 63 & 64 Vict. c. 50, s. 2 (3); Form 63, *post*, Chap. IV.

(2) Where the application is for the recovery of or includes the recovery of any money awarded to be paid for costs, the affidavit shall state the amount at which such costs have been agreed upon or allowed on taxation, and that a demand for payment of such amount, with, in the case of taxation, a copy of the certificate of the result of the taxation, has been served on the party against whom the application is made fourteen days at least before the date of the application. Service of such demand may be effected in accordance with the provisions of section 28 of the Agricultural Holdings (England) Act, 1883.

Section 28, *supra*, p. 26.

(3) The application shall not be numbered as a plaint, but shall be marked by the registrar with a reference number as a commencement of proceedings, and all subsequent proceedings shall bear the reference number.

(4) A copy of the application and affidavit shall be served on the party against whom the application is made, and proof of such service shall be made, in accordance with paragraph 3 of Rule 2 of this Order; and the provisions of paragraphs 4 and 5 of the last mentioned Rule shall apply to proceedings on an application under this Rule.

(5) The order of the judge on the application shall be settled and signed by the registrar, and shall be sealed and filed, and signed copies thereof shall be served on all persons affected thereby in accordance with Rule 7 of Order XXIII.; and such Order shall be enforceable in the same manner as a judgment or order of the court.

Rule 7, *supra*, p. 94.

8. *Proceedings for recovery of money agreed to be paid.* —Proceedings for the recovery of money agreed to be

paid for compensation, costs, or otherwise, under the said Acts, or the Allotment and Cottage Gardens Compensation for Crops Act, 1887, or for the settlement of a dispute under section 46 of the Agricultural Holdings (England) Act, 1883, shall be by action commenced by plaint and summons in the ordinary way. Particulars of demand shall be filed in any such action, stating concisely the nature of the claim or dispute, and the relief or order which the plaintiff claims.

46 & 47 Vict. c. 61, s. 24 ; 50 & 51 Vict. c. 26, s. 17 ; 63 & 64 Vict. c. 50, s. 2 (3), *supra*, pp. 23, 72, 90 ; or for settlement of disputes under 46 & 47 Vict. c. 61, s. 46, *supra*, p. 44.

COSTS.

By virtue of an order of the Lord Chancellor, dated November 27th, 1900, and made under s. 27 of the Act of 1883, the following scales of costs for proceedings in the county court under the Agricultural Holdings (England) Acts, 1883 to 1900, and of costs to be taxed by the registrars were prescribed :

1. Cost of proceedings in the county court under the said Acts shall be taxed according to such one of the scales of costs applicable to actions in the county court as the judge shall direct, and in default of such direction they shall be taxed under column B. of such scales.

2. Costs of and incidental to an arbitration and award awarded by an arbitrator under the said Acts, shall be taxed according to such one of the scales of costs applicable to actions in the county court as the arbitrator shall direct, and in default of such direction they shall be taxed under column B. of such scales.

BOARD OF AGRICULTURE RULES.

(Dated December 7th, 1900.)

AGRICULTURAL HOLDINGS (ENGLAND) RULES OF 1900.

The Board of Agriculture, by virtue and in exercise of the powers in them vested under the Agricultural Holdings Act, 1900, do hereby prescribe as follows :

1. An award in an arbitration under the Agricultural Holdings Act, 1900, shall be in the form set forth in the First Schedule hereto, with such modifications of the recitals therein contained as circumstances may require.

2. The several forms for proceedings in arbitrations under the said Act, which are set forth in the Second Schedule hereto, shall, if used, be sufficient.

3. These Rules extend to England and Wales only.

4. These Rules may be cited as the Agricultural Holdings (England) Rules of 1900.

Forms.—*Post*, Chap. IV.

FEES.

The following Order as to Fees was issued by the Board of Agriculture (December, 1900):

BOARD OF AGRICULTURE.

Fees to be taken in respect of Transactions under the Agricultural Holdings Acts, 1883 *to* 1900, *in accordance with the provisions of the Inclosure, etc., Expenses Act*, 1868 (31 & 32 Vict. c. 89).

AGRICULTURAL HOLDINGS (ENGLAND) ACTS, 1883 to 1900

	£	s.	d.
On the appointment of an arbitrator or umpire to act in an arbitration to which the said Acts relate - - - - - - - - - -	0	10	6

T. H. ELLIOTT,
Secretary.

Board of Agriculture,
3, St. James's Square,
London, S.W.

CHAPTER II.

COMPENSATION BY CUSTOM OF THE COUNTRY.

PAGE

A.—*In general* 104
B.—*Existing customs of different localities* 106
C.—*Mode of obtaining compensation by custom* 153

A.—In General.

In the absence of an agreement, the tenant must, except for items mentioned in the schedule to the Agricultural Holdings (England) Acts, 1883 to 1900 (*a*), resort for compensation to the custom of the country; and to custom, in the absence of agreement, the landlord must have recourse in case he claims for bad husbandry or dilapidations, unless the tenant has claimed compensation under the Acts. The question, therefore, as to what is the custom of the country has a great importance, because, on referring to the items for which statutory compensation is payable, it is obvious that no claim for compensation under the Acts can be made for tillages, acts of husbandry, or for *unapplied* manure; and it is doubtful if a claim could be made for manure remaining in the yard or in a heap, even though derived from purchased feeding-stuffs. Nothing is given for the remaining produce on the farm, or for such improvements as deepening the staple of the soil, paring and burning, hop poles, growing underwood, stocking up trees and fences, planting quick, levelling ridges and furrows, or hauling materials. For all these and other cases of daily occurrence the tenant must claim by custom; indeed, in spite of the Acts, by far the greater part of the dealings with an outgoing tenant are still regulated by custom, and not by the Acts; for, while the Acts apply to every holding, however small, they do not apply to the ordinary acts of agriculture done by an ordinary farmer, who has little or no capital.

(*a*) **For Schedule,** see *supra*, p. 78.

Moreover, the Acts expressly provide that a tenant may claim any compensation to which he is entitled by custom in lieu of any statutory compensation (*b*). The law, however, does not recognise the customs that exist on particular estates, but only those which exist generally in the locality where the land is situated, no matter how small that extent of country may be nor how modern the customs are. The law only requires that the custom be certain, even if it alter from time to time by reason of changes introduced in agriculture or otherwise—that it be not unreasonable or prejudicial to the interests both of landlords and tenants (*c*), and that it is practised by the farmers, or the generality of them, in the immediate neighbourhood of the farm in question. Any custom, moreover, must be proved to exist among the agriculturists of that neighbourhood, and so sufficiently that the law can presume that both parties were aware or ought to have been aware of it when they entered upon the contract, and that the contract was made subject to it. To attain this sufficiency the party alleging the existence of the custom must prove it by the evidence of neighbouring agriculturists who have known and generally practised the custom as the prevailing usage of the locality in question : there are no county, district, or parish customs of which the law takes judicial notice. If the custom be proved to this extent, the landlord and tenant are bound by it in all cases of parol tenancies, and even when there is a lease or written agreement, unless the terms thereof either expressly or impliedly exclude the custom (*d*). The importance, with a view of avoiding litigation, of recognising this principle, and making it

(*b*) Agricultural Holdings Act, 1900 (63 & 64 Vict. c. 50), s. 1 (5), *supra*, p. 70. As to the law under the Act of 1883, see *supra*, p. 53, and *Newby* v. *Eckersley*, [1899] 1 Q. B. 465 ; *Pearson* v. *I'Anson* (1899), 68 L. J. Q. B. 878.

(*c*) *Bradburn* v. *Foley* (1878), L. R. 3 C. P. D. 129 ; 47 L. J. C. P. 331 ; 26 W. R. 423 ; 38 L. T. 421, wherein it was held that a custom, by which an incoming tenant compensated the outgoing tenant for seeds, tillages, and acts of husbandry done by the latter, and for which he was entitled to be compensated by the landlord, was bad.

(*d*) See *Wrigglesworth* v. *Dallison* (1779), Doug. 201 ; *Senior* v. *Armytage* (1816), Holt, N. P. 197 ; *Webb* v. *Plummer* (1819), 2 B. & Ald. 746 ; *Hutton* v. *Warren* (1836), 1 M. & W. 466 ; *Holding* v. *Pigott* (1831), 7 Bing. 465 ; *Faviell* v. *Gaskoin* (1852), 7 Ex. 273.

Exclusion of custom.—Form 67, *post*, Chap. IV.

clear in all agreements, cannot be overrated. But as a general rule the custom of the country is incorporated in all contracts made with respect to the tenancy of agricultural lands in the area over which the custom applies, and it is recognised by everybody who enters into such contracts (*e*).

It is therefore most important to have as far as possible a complete list of the agricultural customs in the different parts of England; but an exhaustive list is very difficult, if not impossible, to give for various reasons: (1) Because each large estate has its own customs, that do not prevail and do not bind anyone beyond it; (2) because different valuers adopt different rules; (3) because there is no distinct authority to appeal to who can settle what the custom is; (4) because the area over which custom extends is often very small; (5) because the custom is modified from time to time; and (6) as changes are introduced in agriculture new customs arise.

B.—Existing Customs of Different Localities.

THE following list (*f*) of the existing customs of different localities, county by county, is based upon Mr. Clement Cadle's essay, published in the Royal Agricultural Society's Journal, the report dated 1894 of the Committee of the Central Chamber of Agriculture, the report of the Duke of Richmond's Commission, the returns made to the Institute of Surveyors, and information furnished by gentlemen residing in the various localities. Two things are at once apparent on consideration of the list: (1) That compensation by custom is almost wholly outside the Acts, in the majority of instances the things allowed for by custom not coming within the Acts at all; (2) that either in the form of a way-going crop, or in the form of payment for seed and labour to growing crops, a custom prevails in most parts of England to give the tenant compensation for the growing crops, hay, and straw.

In what is hereafter said about the allowance to the outgoing tenant by custom of the country, it is assumed

(*e*) *In re Paul* (1889), 24 Q. B. D. 247; 59 L. J. Q. B. 30; 61 L. T. 835; 54 J. P. 644.

(*f*) See *infra*, p. 108.

that the incoming tenant is the person to make the payment. In practice this is usually so; the amount to be paid being settled between the valuers of the outgoing and incoming tenant, and neither the landlord nor his agent being parties to what is being done; for only if there is no incoming tenant does the landlord come in. This, although the practice, is not the law; in all cases, whether there is an incoming tenant or not, the landlord is the person who is legally liable to pay anything due by the custom of the country, and a custom that he should not so do is bad: Thus, where the outgoing tenant sued the landlord to recover the value of certain seeds, tillages and acts of husbandry done by the plaintiff during his tenancy, and the landlord admitted that the plaintiff was entitled to be paid, but alleged and proved that by the local practice of the district the incoming tenant was the person liable to pay such a claim, and the landlord only liable if there was no incoming tenant, it was held that, although the practice might be a convenient one, yet the custom was so unreasonable, uncertain and prejudicial to the interests both of landlords and tenants as to be incapable of being supported in a court of law (*g*).

The list, however, cannot be taken as exhaustive. All that can be said is that the customs named in it obtain in some parts of the counties mentioned, and that they form the prevailing usage among the local agriculturists; but the customs in each county vary often in each district and even in each parish.

The customs are given, as far as possible, in the following order:

1. Usual date of entry;
2. Customary allowance to outgoing tenant;
   (a) In respect of growing crops,
   (b) In respect of tillages and cultivations,
   (c) In respect of manure and produce remaining at expiration of the tenancy.
3. In respect of manures, feeding stuffs, cultivation;
4. In respect of permanent improvements;
5. The rights of an outgoing tenant;
6. The allowances made to and the rights of an incoming tenant;

(*g*) *Bradburn* v. *Foley* (1878), L. R. 3 C. P. D. 129; 47 L. J. C. P. 331; 26 W. R. 423; 38 L. T. 421.

7. The liabilities of a tenant:
   (a) As to cultivation,
   (b) As to dilapidations,
   (c) As to sale of produce.

These subjects include a very wide field of inquiry, and the main difficulty is to distinguish between what is really the custom of the country and what is, in effect, the custom as embodied in agreements; for, although very often agreements embody, with the necessary modifications for different estates, the custom of the neighbourhood, yet often they contain arbitrary clauses wholly foreign to the usual customs. In many cases agreements have made the custom, but still oftener customs have modified agreements.

Bedfordshire.—*Entries* at Michaelmas.

Allowances to outgoing tenant. — Growing wheat crop generally allowed for. No allowance for unexpended manure, but incoming tenant pays for haulage to heap or field. Growing root crop usually paid for at consuming price. Remaining meadow hay generally taken at per ton at consuming price. Outgoing tenant allowed value of seed and labour of growing clover crop. No payment for half fallows or half dressings.

Cultivation.—On heavy land four course shift, and five course on light land.

Berkshire. — *Entries* at Michaelmas. Occasionally changes of tenancy take place at Christmas, Lady-day, and sometimes even later. In these cases the parties are in the same position, as nearly as possible, as though the change had taken place at Michaelmas, that is to say, the incoming tenant pays rent and rates from Michaelmas and for all tillages of which he reaps the benefit, since the previous Lady-day, except that where the outgoing tenant's sheep have consumed the roots and other green crops, he is paid only half the cost of their production as representing the manurial value and the tilth of which the incomer gets the benefit.

Exception is also made in respect of any pasture land which may have been grazed by the outgoer. Upon this portion of the land the rent paid by the outgoer is calculated on the basis of the winter half-year being worth one

quarter's rent. It is general for the incomer (if he works the fallow land) to have no pre-entry of the house, and, if he takes the fodder at spending price, to have the whole house given up to him at Christmas ; the outgoer having barn room, etc., for the clearing of his corn until Lady-day.

Allowances to outgoing tenants.—An outgoing tenant who has cultivated the fallow land, is paid by valuation for the tillages, seeds and labour expended thereon, irrespective of result, provided he has kept the rules of good husbandry. An outgoer who has put in grass seeds is repaid their cost and for putting them in. It is not usual for the outgoing tenant to do more than the winter ploughing of the fallow land without specific instructions. Hay, straw, and fodder are the subject of valuation at Michaelmas, the basis being ruled by the entry of the outgoing tenant. It is general for the hay and wheat straw to be valued at market price and fodder at spending price. Manure is regarded as belonging to the land and all made after Christmas in the last year of the tenancy passes gratis to the incoming tenant.

The Agricultural Holdings (England) Acts have made little difference in this county, beyond confirming what was rapidly becoming the customary allowance for artificial feeding stuffs—roughly one-third the expenditure from which the outgoer had had no manurial benefit and one-sixth of that from which he had had one crop. The question of allowances under the first and second parts of Schedule I. rarely arises. As to permanent pasture, if the landlord provides seeds and fencing, no claim arises, but much difficulty has been caused where tenants have laid down pasture without first obtaining the landlord's consent and have found, when too late, that their claim under the Act is thereby barred.

Draining is dealt with under a scale arranged by the local valuers, as also are improvements under Part III.

Cropping.—The general course is what is known as the four field system (one-fourth wheat, one-fourth spring corn, one-fourth hay or other green crops, and one-fourth roots or other fallow crops). In the heavier land obtaining in the valley under the Hampshire Hills the tenant is allowed to corn three-fifths of the arable land, having one-fifth for hay and the remaining fifth roots. This is the only land

in the district which approaches the description "wheat and bean land," common in the White Horse Vale.

Liabilities of tenant.—A tenant has no right to sell off hay or straw after notice to quit has been given or received. Should he so do he is liable to make a return in manurial equivalent estimated as a set off against the valuation.

Repairs.—The landlord is expected to have them done at the commencement of the tenancy, after which the landlord provides timber, bricks, tiles, lime and sand, and the tenant the remainder, with the labour.

Few tenants quit without a claim of some kind for neglect of duty under this head, especially if making any claim under the Act, which invites the landlord to make a counter-claim.

Buckinghamshire.—*Entry.*—Michaelmas in south and south-east of county, but incoming tenant may come after April 1st to work fallows and sow seeds. In north and west of county entries at Old Lady-day.

Allowance to outgoing tenant.—If a Michaelmas entry the outgoing tenant keeps part of house and homestead till March 25th to thresh out corn and stack. Incoming tenant sometimes allowed to enter after August 1st to work fallows. Incoming tenant in south and south-west pays for seeds, carting and ploughing to growing crops. Incoming tenant entitled to manure without payment, but haulm, hauling, and carting allowed for.

In north and west of county outgoing tenant harvests the crops, and incoming tenant takes them at consuming price. Incoming tenant pays for all acts of husbandry. In some cases wheat straw may be sold by outgoing tenant, but it is usually taken at valuation, Lent corn straw at spending price. Hay paid for sometimes at consuming price, sometimes at market price. All tillage and labour paid for; no half fallow or half dressings allowed for, except with artificial manure. Incoming tenant has stable room for horses and lodging for men from Candlemas to prepare land for spring crops.

Rights of outgoing tenant.—Outgoing tenant retains part of farm and holding till Christmas, and in some cases house and yards till May 1st.

Succession of crops.—Tenant may not take more than two white straw crops in succession.

Repairs.—Landlord puts premises in repair and tenant keeps them in repair, being allowed materials, which, if within six miles, he hauls gratuitously. For other repairs the landlord usually finds rough timber and material, tenant labour. Tenant repairs all occupation roads.

Drainage, improvements and manure.—Landlord finds pipes, tenant labour. If a yearly tenancy, landlord also contributes for permanent improvements. In somes cases tenants may sell off straw and hay if sufficient quantity of manure is brought back.

Folding sheep.—Outgoing tenant may fold his sheep on such part of farm as incoming tenant directs.

Cambridgeshire.—*Entries* usually at Michaelmas.

Allowances to outgoing tenant.—Outgoing tenant paid for growing wheat, seed and labour on growing barley, oat, bean, pea, and clover or grass seed crop, and roots.

Liabilities of tenant.—Tenant liable for neglect of gates, fences, drains, outfalls, watercourses and buildings, outgoing tenant liable for cost of repair.

Rights of incoming tenant.—Incoming tenant's rights regulated by outgoing tenant's permission. Outgoing tenant may retain possession of barn and stackyard for a reasonable time to thresh his stacks.

Cheshire.—*Entry.*—Throughout the county nearly all farms are let from February 2nd, but the outgoing tenant keeps possession of house buildings and outlet until May 1st.

Allowances to outgoing tenant.—In North Cheshire outgoing tenant takes away-going wheat crop, and allowed full value of seed and labour for growing clover or grass seeds, full value of unapplied manure and cost of hauling it to heaps or to the field. Remaining white pea and bean straw valued at per ton, and outgoing tenant has two-thirds of this and two-thirds of value of remaining meadow hay.

In Macclesfield district outgoing tenant gets for growing wheat crop, if after green crops, one-half ; after bare fallow two-thirds of cost of seed and labour, and full value of seed and labour on growing clover and grass seeds, if young seeds have not been eaten by sheep since harvest.

Unapplied farmyard manure usually belongs to landlord; but if carted on land and spread, allowed for at fair valuation.

In Nantwich district, allowance for growing wheat, clover and grass is the same as in Macclesfield district. No allowance for manure; but the whole of the carting allowed for. Remaining white straw valued at per ton, two-thirds of this allowed outgoing tenant.

In Northwich and Broxton districts the outgoing tenant has two-thirds of the crop after a bare fallow. In Middlewich, whole cost of haulage of manure allowed for, and two-thirds of the value per ton of white straw. Outgoing tenant reaps his share of wheat crop, and the straw is his.

In Northwich, two-thirds of value per ton of unapplied manure allowed, and two-thirds of value per ton of pea and bean straw.

In Broxton district straw belongs to outgoing tenant.

In Wirral district outgoing tenant allowed one-half or two-thirds of value of growing wheat crop; straw as per agreement. Allowed full value of seed and labour on growing clover and grass, if young seeds have not been eaten by sheep since harvest. In many cases manure belongs to landlord; but full cost of haulage to heap or field is allowed. White straw, pea, and bean straw allowed for at consuming price per ton. Outgoing tenant takes two-thirds of crop after a summer fallow, and one-half after green crop.

Feeding stuffs.—Allowances for purchased corn, meals, and other feeding stuffs, and for home grown corn.

Drainage.—Tenant allowed for drains properly looked after, and kept in order.

Special cultivation and permanent improvements.—For liming, boning and permanent improvements the allowance made to an outgoing tenant depends upon the manner in which the work was done, and what value remained on the farm.

Liabilities of tenant.—Except in North Cheshire and Wirral districts, tenant is liable for one-third of value of hay and straw sold during last year of tenancy, but claim is seldom enforced. For mowing old pasture in North Cheshire damage generally left to valuation. In Broxton district breaking up old pasture is charged for according to the damage sustained by the landlord. In North

Cheshire, damage for neglect of gates, fences and buildings estimated by valuation. Throughout county minimum proportion of fallow runs from one-third to one-eighth. In Nantwich district, corn crops must not be more than three-fourths of farm. Throughout county not more than two white straw crops in succession. Sale of hay and straw is usually forbidden, and when allowed either an equivalent in manure must be brought back or the price expended in manure.

Way-going crop.—Outgoing tenant takes a way-going crop of wheat, one-half after green crop, two-thirds after summer fallow.

Repairs.—Landlord puts buildings in repair at commencement of tenancy, and tenant maintains them on being allowed materials in the rough.

Cornwall.—*Entries* at Michaelmas. Tenant has barns till Christmas to thresh corn. Incoming tenant enters at Midsummer to prepare a wheat tillage and cultivate roots.

Allowances to outgoing tenant.—Outgoing tenant is paid for growing wheat crops, and labour on barley, oats, turnips and root crop ; labour in respect of fallow allowed.

Repairs.—Outgoing tenant liable for necessary repairs to gates, fences, and thatched roofs. Owner usually erects necessary buildings, and keeps walls and roofs in repair.

Cumberland.—*Entry* usually at Candlemas ; occasionally Lady-day tenancies.

Allowances to outgoing tenant.—Outgoing tenant allowed seed and labour for growing wheat, rent, rates, taxes and labour for all fallows in last year. Cost of seed for growing clover and grass seeds.

Duties of outgoing tenant.—If a Candlemas entry, outgoing tenant must keep up full stock of horses and cattle to end of term ; but he may then sell off remaining hay, straw and roots. If a Lady-day entry, outgoing tenant must consume two-thirds of hay, straw and roots. Outgoing tenant liable to make good damage to gates and fences, so as to leave in tenantable repair. He may sell off one-third of last year's crop of hay and straw if he has kept up his full head of cattle and horses, and leaves manure gratis.

Heafing.—A peculiar custom, called "heafing," exists on hill sheep farms. The landlord finds an agreed number of sheep, and on tenant leaving the stock is valued: if over average, allowance is made outgoing tenant; if under average, he makes good the loss.

Permanent improvements.—In some parts landlord drains and charges tenant five per cent. on outlay, tenant hauling all materials free. Machinery and fixtures that may be put up usually belong to tenant, except machinery used in connection with water power, which belongs to landlord.

Repairs.—Landlord keeps roofs, walls, main timbers of buildings in repair, and sometimes gives wood for gates and fences. Tenant keeps in repair doors, windows, gates, gate-posts, fences, ditches.

Cultivation.—Tenant must consume half crop of hay, straw and roots grown on farm last year, and must leave the dung for incoming tenant. He may sell everything else off. On bare fallow, labour, harrowing, rent, tithes and taxes in last year are paid for. On many estates hay, straw and roots taken at consuming price; that is, about two-thirds of market price.

Derbyshire.—*Entry* at Lady-day.

Allowances to outgoing tenant.—Outgoing tenant allowed all ploughing, dragging and harrowing; seed bill and sowing on new seeds; rent, rates, dressings, seed, and hoeing, labour on manure, deducting crop drawn or eaten on for turnips and the like. Wheat and other crops, for seed and labour. Hay and straw varies, sometimes full value or consuming value, according to agreement; sometimes the agreement provides that one-fourth or one-third of the hay and straw grown in the last year of the tenancy, shall be paid for on quitting, and the remainder, if any, at manurial value. On the Duke of Devonshire's and Duke of Rutland's estates the produce is at consuming value, except where very old tenancies exist, when it is often full value, and the manure also is theirs, but generally the manure belongs to the landlords.

There are many small landed proprietors, and the custom varies, viz.: on one farm the manure belongs to the landlord, and on the adjoining farm belongs to the tenant, same by the full and consuming value of hay. Bones and

lime (half-inch bones) : seven years on pasture, deducting one-seventh each year, and where cropped, deducting one-third of cost.

In general, as the tenant paid on entry, so on quitting. Home-grown corn consumed upon the holding is allowed for on production of the grinding account from miller, or taken from the acreage grown and consumed, proof being given, but deductions are made where horses are at work off the farms.

In the Barlow and Chesterfield districts there is a claim for all grass land over and a deduction for all under two-thirds of the whole farm, deducting homestead.

The laying down to temporary pasture has not come into practice yet.

Restrictions.—Hay, fodder and manure to be expended on farm, except by landlord's consent in writing to sell under penalty, where agreement exists generally. Mostly bound by agreement as to quantity and names of fields for ploughing and mowing.

Tenant to keep all interior of buildings, gates, ditches, watercourses, fences, etc., in repair.

Devonshire.—*Entry*, as a rule, Lady-day ; sometimes Michaelmas ; less often Christmas tenancies.

Allowances to outgoing tenant. — Outgoing tenant in Lady-day tenancies entitled to seed and labour on growing wheat crop and grass seeds ; unexhausted value of purchased manures and consuming value of any hay, straw, or roots left unconsumed, the produce of the last year, and in some cases for dung in the fields.

Liabilities of outgoing tenant.—No regular custom as to liabilities of an outgoing tenant for selling off produce on quitting farm. In the absence of agreement, he helps himself to as much of the produce of the land as he can get out of the farm. For breaking up old grass land and damage to plantations, coppice and timber, full value of damage done, as estimated by respectable farmers and land agents living in the district, would be recoverable. Heavy penalties usually inserted in agreements for short tenancies. No customary restrictions upon management of farm, cropping or sale of produce.

If tenant leave at Lady-day he only sows wheat crop by agreement.

Repairs.—Landlord repairs walls, slated roofs, and sometimes doors and floors ; all other repairs done by tenant.

Dorsetshire.—*Entries* at Michaelmas or Lady-day.

Allowances to outgoing tenant.—Outgoing tenant allowed full value of labour and seeds for growing wheat crop. In Blackmoor Vale, when wheat is grown after artificial manure has been applied, half the expense of previous crop is allowed. In Central Dorset, full value of seed and labour of growing barley and oat crops ; and here and in Blackmoor Vale full cost of bean and pea crop. In the Blandford district and Central Dorset, the full value of clover or grass seed and labour is given. In Central Dorset, clover seed and labour are allowed for, but in some cases the outgoing tenant is bound to harrow in the seed gratis. In Blandford district, the full cost of sainfoin seed and labour allowed if in last year, two-thirds if planted last year but one, and one-third the year before that. No payment if planted over four years.

Tillages.—Full value of workings of bare fallows in last year allowed in Central Dorset, and part of rent, rates and taxes. In Blackmoor Vale, extraordinary cultivations when required allowed for. Full value of carting and filling remaining farmyard manure allowed for in Central Dorset, and any straw required for thatching paid for. Root crop generally bought by incoming tenant at consuming price.

Liabilities of outgoing tenant.—Outgoing tenant is liable for sale of hay, straw and roots, which should be fed off on premises by a fixed date or left for incoming tenant. Incoming tenant often takes root crops at two-thirds market price. Outgoing tenant liable for damage for mowing old pasture, taking more than two white straw crops in succession, having too small a proportion of fallow or foul or neglected land, or for breaking up old pasture. Amount usually settled by arbitration. Same rule applied to any land not left in proper husbandlike condition.

Restriction on cultivation.—Flax sometimes prohibited. One-half of fallow or green crop is minimum proportion usually permitted in Blackmoor Vale, and one-half is

maximum amount of corn allowed in all districts. On chalk soil wheat may be grown once only in four years. More than two white straw crops in succession usually prohibited. Fodder of all kinds and hay and straw may not be sold off, but must be consumed on farm. In Blackmoor Vale, incoming tenant takes unconsumed hay at feeding price.

Rights of incoming tenant.—Incoming tenant generally enters turnip and meadow land on April 1st, pasture and down land with the year's old crops on July 1st, remainder of arable land on October 10th, and on July 6th following year remainder of houses, barns and stables. Is allowed stabling and straw for food and litter for a certain number of horses, use of yard for turning up manure, part of farm house and cottage for carter and shepherd.

In Central Dorset, a Lady-day tenant takes possession of water meadows in January or February, to commence irrigating. A Michaelmas tenant enters wheat land in July or August, to haul out dung and get ploughing done. In Blackmoor Vale, incoming tenant enters in July, to put in turnip crop. Sometimes rent is allowed.

Rights of outgoing tenant.—Outgoing tenant keeps barns for threshing and yards for feeding his hay and straw until following April.

An outgoing Lady-day tenant taking an offgoing crop holds the ewe leases till July 6th—arable land under corn till October 10th, and barn-yard, part of stables, and whole or part of farm house, and some of cottages till July 6th—in the next year. In Blackmoor Vale, use of the yards, sheds, barns, and part of dwelling-house retained for six months after Michaelmas.

Way-going crops.—Way-going crops are left as tenant entered.

Repairs.—A tenant taking buildings, fences, gates, in repair, is expected to leave them in repair. In many cases landlords find materials for repairs, gates, and posts, tenant finding half labour, for which he is liable. Tenant usually liable for cartage of materials, straw for thatching, and half cost of labour for repairs.

Durham.—*Entries* from Old May-day, May 13th.

Allowances to outgoing tenant.—Outgoing tenant is paid for fallows, hay, straw, and growing root crop at consuming price.

Way-going crops.—Tenant takes a way-going crop on one-half or less of arable, but must leave straw for nothing for incoming tenant, and must be careful to take his crop from land in a proper state of cultivation.

Rights of incoming tenant.—An incoming tenant can enter on arable land in January or February, and out-going tenant gives up the part pastured the preceding year, on April 6th, and the rest on May 13th. Incoming tenant can enter six months before and plough all lands he may plough, is entitled to all manure made on the land for previous six months for nothing; may sow grass seeds among outgoing tenant's corn.

Rights of outgoing tenant.—Outgoing tenant may sow such part of tillage as he is entitled to for a way-going crop, and retain possession till following harvest, and have joint occupation of barn and stackyard for threshing his out-going crops: he keeps barn and stack-yard to next Lady-day on threshing out his crops so as to give the incomer a regular supply of straw till Lady-day.

Restrictions on cultivation.—No prohibited crops, and no special conditions as to sale of crops; but in no year should more than half the tillage be in white straw crops. Two white corn crops not to be taken in succession. Except in the last year of tenancy, it is customary to sell off hay on condition the manurial value be returned.

Repairs.—Tenant liable for dilapidations for gates, fences and buildings, except to walls, timber and roofs.

Essex.—*Entries* usually at Michaelmas.

Allowances to outgoing tenant.—Rent, generally rates, and labour for fallow in last year of tenancy, for seed and labour for turnips, mangold and green crops for cattle are usually allowed outgoing tenant; and same for clover and grass seeds if sown in proper course. Remaining hay paid for at consuming value. Incoming tenant pays cost of threshing out crops and carting grain, and for that gets the straw. Remaining manure measured at per yard and paid for by incoming tenant.

Restrictions on cultivation.—On the four course shift tenant not allowed to overcrop without manuring, to take more than two successive white straw crops, to have an excessive quantity of fallow, or to damage trees or plantations, or break up old grass land.

Liabilities of tenant.—The usual custom is for the tenant to leave the premises, gates, fences and ditches in tenantable repair, his liability being restricted to the labour. Incoming tenant has no customary right of entry before his term begins. Outgoing tenant may retain use of barns and granary till next Lady-day if he leaves at Michaelmas.

Cultivation.—Occupier must farm in accordance with custom, which varies unless there is an agreement to the contrary. If that does not exist, four or five course system is followed. The four course would be: 1 year, fallow, roots, tares and green crops; 2, barley; 3, clover or pulse; 4, wheat; but the five course is more generally adopted, that is, one-fifth fallow or green crops, one-fifth clover or pulse, three-fifths white straw.

Sale of produce.—Consuming value of hay is generally fixed at from two-thirds to three-fourths of the market value at the time, but when the market value is abnormally low, this custom is not strictly adhered to. Incoming tenant gets straw, chaff, and cavings, for threshing and delivering corn grown in last year. He pays by valuation for all hay, manures, and composts left on farm at Michaelmas, for ploughing, harrowing, and rolling, not above five clean earths, and a rove, and also rent of fallow, and generally rates.

Market gardens.—The green crops are paid at their value, and not at a tillage valuation. Half dressings, that is, half the cost of manuring where a green crop or potatoes have been taken. Hay and wheat straw are generally paid for at market value, and the lent corn straw at fodder or consuming value.

Gloucestershire.—*Entries.*—In different parts of county entries vary: In the Cotswold, Michaelmas; in the Vale, Lady-day; on the Hereford and Monmouth borders, Candlemas.

Allowances to outgoing tenant.—In the Cotswold, Cirencester, Stow-on-the-Wold, Tewkesbury districts, and the district east of Cheltenham, full value of labour and seed of growing wheat, barley, oat, bean, pea, clover, and grass seed crops are allowed outgoing tenant. In Tewkesbury district incoming tenant pays for seed and labour of clover or grass seed crop. In Vale of the Severn only young seeds paid for. In Tetbury district outgoing

tenant can plant barley only by incoming tenant's consent; if he has this he is paid in full. In Berkeley district incoming tenant takes wheat and other growing crops by valuation at Lady-day.

Full value of labour and seed of growing root crop allowed in Cotswold and Cirencester districts, district east of Cheltenham, and Berkeley district. In Ledbury district full cost of labour allowed. West of Cheltenham sometimes whole root crop allowed for, sometimes only workings. East of Cheltenham and in Berkeley district full value of any other crops growing for consumption allowed.

Full cost of working fallow allowed in Cotswold, Cirencester, Stow-on-the-Wold, Tetbury, and east of Cheltenham districts. In Vale of the Severn full cost of working, rates and taxes being apportioned between incoming and outgoing tenant. West of Cheltenham all labour, rent, rates and taxes apportioned to day of quitting. In Berkeley district all labour and half rent, rates and taxes up to quitting allowed for.

Full cost of extraordinary cultivations allowed in Cirencester and East Cheltenham districts, in Vale of the Severn part only; but in these districts this depends on condition of land and other circumstances.

In Berkeley district and in Vale of the Severn nothing allowed for manure, but labour on it paid in full. East of Cheltenham manure allowed for per cartload. In Cotswold, Cirencester, Vale of the Severn, Tetbury, and Berkeley districts full cost of hauling to heaps in fields allowed. In Cotswold, East Cheltenham and Berkeley districts remaining wheat straw paid for at per ton; in Tetbury district at per acre. In East Cheltenham and Berkeley districts remaining pea and bean straw at per ton; in Tetbury district at per acre. Full cost of stacking allowed in Stow-on-the-Wold, Tetbury, and East Cheltenham districts. In Cotswold remaining meadow and other hay paid for by incoming tenant at consuming price. In Vale of the Severn uncut clover, hay, seeds, and uncut aftermath are allowed for.

In Ledbury district manure hauling, and labour, growing clover, seeds and labour allowed for, fodder and straw are taken at consuming price: white straw, 20*s.* per ton; bean and pea straw, 12*s.* 6*d.* to 15*s.* per ton.

In Cotswold Hill district, if wheat crop follows a green crop, tillage and manure allowed for. Payment for extra-

ordinary cultivation left to valuer. If outgoing tenant feeds off any part of root crop, deduction is made for value if not fed on the land. Straw allowed for at spending price—*i.e.*, two-thirds of market price. On a Michaelmas entry incoming tenant takes hay and straw at spending price. Outgoing tenant feeds off all herbage on stubble and aftermath, except on land on which by custom incoming tenant enters to plough, for which no allowance is made.

In Stow-on-the-Wold district tenant goes out as he came in.

In Tewkesbury district outgoing tenant retains three-fourths of arable land for his off-going crop, and may have barn and yard room for consuming the straw and keep, stable room for horses for hauling out crop, and two rooms in the house for lodging of men until Lady-day following, free of rent, rates and taxes. Incoming tenant has whole of pasture land and one-fourth of arable land, and dwelling-house, except two rooms, from time tenancy begins. It is usual for outgoing or incoming tenant to plant clover seed on portion of the land held by outgoing tenant. If outgoing tenant plants, incoming pays cost of seed and labour.

No compensation allowed for manure, excepting for labour in throwing it up in yards or hauling it out in fields where it may be required for next crop.

The general custom as to cropping would be one-half in white straw, a portion of which should be laid down in clover seeds, and not less than one-third in green crops or fallows.

Michaelmas take, old or new. Outgoing tenant may use two rooms in house for lodging a workman, barns for threshing and housing the corn, yards to spend the straw and keep in, and stable room for horses for hauling out last year's crop of corn, to Lady-day after expiration of tenancy. Acts of husbandry and manuring done in proper season paid for according to value. Clover seed sown and labour of planting paid for at prime cost.

Where hay and straw are sold to go off, for every ton sold two tons of good rotten manure should be brought back on the farm.

Although in many places in this district tenant is prohibited by agreement from planting two white straw crops in succession, it is a common custom to plant barley or

oats after wheat, laying ground down in clover seeds for following crop.

On light land (Michaelmas take) in this district where roots are planted incoming tenant pays for acts of husbandry, manuring, artificial or otherwise, and seed according to value.

In Vale of the Severn outgoing tenant sometimes takes off-going wheat crop ; in this case he claims nothing by custom for labour, as incomer may come on to plough in November ; but this does not extend much to east of the River Severn ; there it assimilates more to the Cotswold Hills custom ; while on western side of the Severn the Lady-day taking assimilates more to the Herefordshire custom—namely, off-going tenant takes a way-going crop on one-third of arable land, and retains portion of house and buildings for harvesting and threshing it ; if a Candlemas entry, he retains homestead till May 1st ; incomer has room for horses and men, and comes to plough stubbles on November 1st. This wheat crop is supposed to compensate tenant for improvements, etc., and he can claim nothing else by valuation, custom or otherwise. In no case are other than young seeds allowed for. Root crops usually put at cost of producing them, cleaning land, manuring and expenses incurred. Workings since last corn crop are allowed, and rent on fallow crops. Rates and taxes apportioned. Farmyard manure paid for at price of labour performed on it. Straw valued at consuming price per ton or per acre ; some years it is worth 10*s.* to 15*s.* per ton, other years not worth 5*s.* Hay allowed for at full value.

In Tetbury district tenant may not plant barley or other spring crops without consent of newcomer. But when he does is paid all costs in full. Tenant paid full cost of raising last year's root crop, whether left by him at Michaelmas or consumed by him before quitting at Lady-day ; but nothing allowed for root crop of previous year. Outgoing tenant can only claim for haulage and manual labour to manure : is paid spending value for wheat straw left unconsumed, but must consume other fodder unless incoming tenant takes it at spending value. This applies to hay as well as straw from Lent corn.

In district east and north of Cheltenham unapplied manure valued at per cartload.

In district west of Cheltenham whole of root crop sometimes allowed for, sometimes only workings or fallow. Rent, rates, and taxes apportioned to time of quitting, and paid by tenant to that time. Straw and hay valued at consuming price.

In Forest of Dean takings principally at Lady-day ; an off-going crop of wheat on one-third of arable land, with right of fold room to consume straw, and in some instances a right to two rooms in farmhouse till May following expiration of tenancy.

Incoming tenant can only enter on any part of farm before Lady-day by leave. Not a single furrow is turned till new tenant has taken possession. In valuing, all acts of husbandry properly performed, and all unconsumed hay of last year's growth allowed for at consuming price (provided more land has not been mown than customary, and outgoing tenant has kept his usual number of stock).

In West Gloucestershire wheat crop taken at cost of seed and labour at Lady-day. Barley and peas are not in till after March, and out before Michaelmas. Any other crops remaining at Michaelmas taken by valuation. Roots, if fed off on the ground, allowed for at full cost of seed and labour, and if drawn home at half value of seed and labour. Farmyard manure not valued. Straw at per ton.

Full value for guano, nitrate of soda, sulphate of ammonia, blood manure, special concentrated manure, bone dust, superphosphate of lime, ashes, night soil and town manure, applied to roots or green crops in last year of tenancy, allowed in Cotswold, Cirencester, Vale of the Severn and Tetbury districts.

In Tetbury district no improvement to soil, except as preparation for last crop of roots, allowed for. Full value of paring and burning done in last year of tenancy in Cirencester, Tewkesbury, and east and north of Cheltenham districts allowed. Full value of boning arable land with undissolved bones allowed in Cirencester and east and north of Cheltenham districts, if done in last year. Full value of laying down new pasture allowed in Cirencester district. In Vale of the Severn tenant crops growing underwood and pollards in last year of tenancy. Incoming tenant usually takes, in Ledbury district, hoppoles at valuation. In Ledbury district landlord pays for drainage, tenant pays a percentage on outlay, or landlord finds tiles

and tenant pays haulage and labour. In Cirencester district, if drainage is done in last year and landlord finds tiles, tenant gets paid all cost of labour, and one-fourth is deducted for each preceding year. If landlord does not find tiles, full cost is allowed for last year, and one-seventh for each preceding year up to seven. In district east and north of Cheltenham full amount of tenant's cost of drainage in last year of tenancy allowed for. In Ledbury district for planting quick hedges landlord finds the quick, tenant plants it; tenant keeps all roads in repair, and hauls materials for repair of buildings gratuitously. In Cotswold district all permanent improvements usually done by landlord. In Vale of the Severn a tenant putting up wooden buildings may remove them; incoming tenant not bound to take them. Some part of hay, straw, and green crops allowed to be sold, if manure is brought back. In the Cirencester district tenant liable for one-third of value of hay, straw, roots, and green crops sold in last year. In Vale of the Severn and the district east and north of Cheltenham full value of crops sold off, and consequent loss of manure, could be recovered; but this rule does not apply to corn and potatoes.

In Cotswold district the custom is not to mow meadow and pasture land more than once a year, and not two years in succession without manuring, and tenant is liable for damage accruing from this. Throughout the county tenant is liable for damage for taking too many white straw crops, for having a deficient proportion of clover or green crop, for breaking up grass land, and for neglect to repair fences, roads, etc. The amount of damage is ascertained by valuation, usually on an arbitration between landlord and tenant.

Flax is prohibited in Cotswold district: in the district east and north of Cheltenham, flax, potatoes, and mustard, or vetches for seed, are prohibited. In Cotswold district oats or barley may be grown after wheat once in seven years, if preceded by two years seeds; and peas sometimes allowed instead of seeds; one-fifth being minimum proportion of fallow or green crop. In Ledbury district maximum proportion of corn is one-third of arable on wet land and one-fourth on dry. In Cotswold one-half of arable, not counting peas and beans. Throughout the county it is considered bad farming to grow two white straw crops

in succession, or to sell off hay, straw, roots and green crops, unless proportionate quantity of manure is brought back.

In Michaelmas takings in Cotswold and Stow-on-the-Wold districts tenant enters about August 20th to prepare for wheat crop ; and same rule applies in Vale of the Severn and the districts east and north of Cheltenham.

In Tewkesbury and Forest of Dean districts outgoing tenant has a way-going crop off half of arable land in first district, off one-third in second.

Repairs.—Tenant not liable for damages to buildings by custom ; in some cases is liable by special agreement. In the Ledbury district is liable for neglect and wilful damage : Vale of the Severn only for wilful damage. Throughout county liable for fences, but only for gates if landlord finds materials in the rough.

Hampshire.—*Entry* usually at Michaelmas.

Allowances to outgoing tenant.—Growing corn crops usually sold off by outgoing, or taken at full valuation after harvest by incoming, tenant ; if corn sold off, straw is left for the landlord or incoming tenant to take at spending price. Full value of seeds and labour on clover and grass seed crop allowed for ; sainfoin roots up to three years at the least are valued according to their worth. In North Hants full value of seed and labour of root crop allowed ; and if two root crops follow each other, and the first crop was consumed by sheep folded on farm, one half the cost of such tillages, seed, manure and labour expended thereon are allowed for. Full value of any other growing crop allowed for. Full value of tillage on fallow in last year of tenancy allowed. In North Hants in some cases cost of working for extraordinary cultivation allowed.

It is the invariable custom for unapplied manure, such being the last year's crop but one, to be left gratis for the landlord or incoming tenant; this is usually stated in the agreement or lease, but in the event of such not being the case, it is governed by custom on entry. Full value of carting to heap or field allowed for.

In North Hants nothing allowed for unconsumed wheat straw, but cost of stacking allowed for ; the oat, barley, pea, and bean straw taken to at consuming price when not consumed by outgoing tenant, usually at per acre.

All hay left in stack allowed for, but no allowance if consumed.

The only special allowance or a permanent improvement is full value of building constructed by tenant, or steam or fixed driving gear, put up by him.

Liabilities of tenant.— In Andover district tenant liable for full amount of hay, straw, green crops, root crops, or other produce sold off, and loss of manure thereby incurred; some landlords allow tenants to sell hay and straw if they bring back manure, or produce vouchers for cake or artificial manure brought back; in some cases the sale is allowed without this.

Tenant liable for mowing old pasture, mowing meadow without manuring, or cropping without manuring, for taking more than two successive white straw crops, for a deficient proportion of fallow, for foul or neglected land, for breaking up old pasture, for damage to plantations and timber; amount in each case left to valuation.

Minimum proportion of fallow two-fifths to one-half; maximum proportion of corn crops one-half to three-fifths; not more than two white straw crops in succession; no manure, roots or green crops may be sold off, and often neither hay nor straw.

Time of entry.—Incoming tenant may enter six months previously, and have portion of house and stables. He enters on March 25th to plough for white turnips; at Midsummer to sow turnips; in August, or at such time as green crops are fed off, to prepare for wheat crop.

Outgoing tenant generally keeps part of house, stable, and barn for winnowing purposes till May 1st after end of tenancy.

Repairs.—Tenant in addition to finding labour and thatch, does haulage of all materials within reasonable distance of farm; the landlord invariably finds made gates.

Herefordshire.—*Entries* usually at Candlemas; some Lady-day and Christmas.

Allowances to outgoing tenant.—Full value of seed and labour for growing clover and grass seed crop allowed outgoing tenant. For seeds pastured after November 1st, no allowance made.

For tillages the rule is to apportion the rates on the fallow till date of quitting between incoming and outgoing tenant.

Full value of new pasture laid down in last year allowed; if in previous year, seed and labour of planting. Tenant must keep and leave the same acreage of hops (*i.e.*, hop acres, 1,000 sets to an acre) as he found on entering, in good cultivation. Incoming tenant takes hoppoles and wirework at valuation, but outgoing tenant can, in the absence of agreement, insist on removing them. Outgoing tenant may lop pollards at maturity, and sell them on leaving. Tenant hauls all materials for repairs gratis, but charges for materials for new buildings. Landlord mostly does buildings and permanent improvements, and charges tenant percentage on outlay.

Liabilities of tenant.—Outgoing tenant liable for full damage caused by selling off and loss of manure from sale of hay, straw, roots, green crops, fodder and produce, if convertible into manure. Tenant may not sell any hay, corn or produce capable of being converted into manure, except by special agreement, and then he must bring back a specified quantity of purchased manure (usually two tons for each ton of hay, and three for each ton of straw) for each ton sold.

It is bad farming to take more than two white straw crops in succession, and tenant is liable for this, and for breaking up old grass land, and damage to plantations and timber.

Tenant may not sell off produce if there are such buildings on the farm as enable him to convert the produce into manure; but if no buildings or facilities for conversion exist, the sale is usually recognised, as is also the sale of roots near town.

Time of entry.—Incoming tenant enters after October to plough stubble and prepare it for Lent grain or turnips. Outgoing tenant keeps the house (but finding one room up or down stairs for the men employed in working the incoming tenant's horses on the farm), fold-yard, buildings and one or two meadows near the buildings (called the "boosey" pasture) till May 1st, and a barn and granary to thresh his off-going crop of wheat.

Way-going crop.—Outgoing tenant, if he entered at Candlemas, Lady-day, or Christmas, may take a way-going crop of wheat off one-third of arable land, exclusive of the hop ground. This he has a right to plant, harvest, and thresh, keeping a barn, part of granary and rick-yard till following May to do it, and stable room for horses

employed in these operations is provided. Usually the outgoing tenant plants the way-going crop, and it is valued to the incoming tenant in the month of July.

Repairs.—Landlord repairs buildings and gates, and the hedges and ditches have to be kept and left in order by the tenant.

Hertfordshire.—*Entry* at Michaelmas.

Allowances to outgoing tenant.—Outgoing tenant allowed full value for growing clover and grass seeds; sainfoin roots allowed for, and full value of seed for growing root crop. An outgoing tenant working the tillage is allowed full value of labour; but incoming tenant usually works fallows himself. No allowance for remaining manure, but the cartage paid for. Outgoing tenant may sell his hay and wheat straw grown in last year of tenancy, but must spend straw from Lent grain, or let incoming tenant take it at spending price.

Full value of guano, nitrate of soda, sulphate of ammonia, blood manure, bone dust and other purchased artificial manures used in last year to root crops allowed for, but not if used to other crops.

Permanent improvements usually done by landlord, but if by tenant then under special agreement as to terms.

Cultivation.—Minimum of fallow is one-fifth for roots, one-fifth in clover, hay, or green crops. Tenant usually allowed to sell off hay and straw on bringing back manure.

Time of entry.—Incoming tenant usually enters at Lady-day to work fallows, or pays outgoer for doing it. Outgoer has till May 1st to thresh out corn and cart off crops.

Huntingdonshire.—*Entries* are usually at Michaelmas.

Allowances to outgoing tenant.—Outgoing tenant entitled to browse or consuming value of straw, hay, and roots; and allowed for labour on farmyard, manure in heaps or applied to the land where no crop has been taken, acts of cultivation properly done for the benefit of incoming tenant to fallow or to lands coming in course of preparation for wheat, cost of young seeds sown in last year's growing crop with labour of sowing, whether crop fails or not, provided good seed is sown on suitable land and not injured after harvest; fixtures if shown on an inventory, but additional ones are subject to the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900.

Time of entry.—Incoming tenant has no right on the lands to prepare for wheat or other matters until the outgoing tenant's term has expired.

Restrictions on cultivation.—Outgoing tenant only bound by implied covenant to farm according to good husbandry. On fen soils a claim for claying could probably be sustained under custom, but there is no settled scale therefor.

Kent.—*Entries* usually Michaelmas, but some from Old Michaelmas.

Lancashire.—*Entries* usually Lady-day.

Allowances to outgoing tenant.—Outgoing tenant allowed one-half value of wheat crop sown in the last year of tenancy on green crop land, and two-thirds of the value of wheat grown on summer fallowed land, is paid for grass seeds sown the last year of his tenancy but not for the labour of sowing, full value of unapplied farmyard manure at market price (whether made on farm or carted there from other places), and full value of all unconsumed hay and straw.

Outgoing tenant may remove any wooden buildings he has put up, and landlord can compel this to be done if they have been put up without his leave.

Tenant usually allowed to sell off everything, the produce being wanted in the towns and the country requiring the town manure; in more inland parts of the county different customs exist, and restrictions on sale of produce are found. No claims for dilapidation, over-cropping, or bad farming; all crops permitted; no proportion of fallow or green crops prescribed; no maximum of corn crops, and no succession of crops. All crops may be sold off if manure is brought back.

Time of entry.—Incoming tenant may enter on land, house and buildings on Candlemas Day. Outgoing tenant has one pasture field, called the outlet, until May 1st; he may cut and take away the straw and his moiety of the wheat if incoming tenant has not taken both by valuation.

Leicestershire.—*Entries* in most cases at Lady-day, although in the southern district Michaelmas tenancies are frequently met with.

Allowances to outgoing tenants.—Outgoing tenants are paid for all usual work properly executed in preparing

land for the crops of the summer following their quitting; for a reasonable quantity of hay, straw, and roots left unconsumed at Lady-day, in the case of a Michaelmas tenancy, for all the said produce grown during the summer immediately preceding the quitting; for the cost of purchased manure applied to the root crop of the last year, and, in some cases, for a proportion of the cost of purchased manure, lime, etc., from which they have not had the full benefit. As a rule the farmyard manure belongs to the landlord.

Outgoing tenants are liable for the proper repair of fences, gates, ditches and drains, and for the neglect to treat the land in accordance with the rules of good husbandry.

Lincolnshire.—In Lincolnshire the rules which generally prevail are these: an allowance is made, usually a third for purchased feeding stuffs consumed in the last year of the tenancy, and an allowance for corn used in the preceding year. A set off against the allowance for crops sold off and for which no manure is returned is also allowed. For artificial manures the allowance depends on the manurial value; if used in the last year with green crops, the whole cost is often allowed, provided the quantity used is not above the average annual amount that had been used during the two preceding years.

Lime is usually allowed for on a seven years' basis.

Claying, marling, and chalking on a twelve years' basis; for bones on pasture land, if dry, on ten, if dissolved, on five.

Basic slag on grass land is usually said to be exhausted in three years. If a crop of hay has been taken during the last year half the cost is allowed. On arable land, the whole cost of that applied with the last year's root crop.

Tillages are allowed for at per acre according to the work done.

Fruit trees do not appear to have a fixed rule; but for standards, if tenant finds trees and labour for planting, a ten years' basis; for bush trees a five years' basis would seem the one most usually used.

In the absence of any evidence of the quantity of corn consumed by the horses usually and regularly worked on the farm, an allowance of so much per day per horse would

be fixed ; the exact amount would depend on circumstances, but would probably not exceed twelve pounds a day.

For draining, if the landlord finds tiles and tenant labour, the improvement is usually held to be exhausted in ten years ; but if tenant finds both, in fifteen years.

Middlesex.—*Entry* at Michaelmas.

Time of entry.—Outgoing tenant allowed use of barn and part of stables until following May to thresh corn and carry it to market. An incoming tenant enters April or May to cultivate fallow and sow seed.

Repairs.—Tenant repairs on being found materials for so doing, and is liable for neglect if materials found.

Monmouthshire.—*Entries.*—Candlemas is usual time for entry for the land, May 1st for house and buildings : outgoing tenant retains one field until May 1st.

Allowances to outgoing tenant.—If growing wheat crop is after bare fallow, four-fifths of value allowed ; if after clover-ley or sward, two-thirds of value. Barley, oats, beans and peas never planted by outgoing tenant. For growing clover crop or grass seeds outgoing tenant is paid for seed sowing and one harrowing. Growing roots usually cleared off by May 1st ; if not, value settled by valuer. Unless there is some agreement to the contrary, other growing crops sold off.

No allowance for bare or half fallow ; if not planted loss falls on outgoing tenant. No allowance made for hauling unapplied manure. Straw usually left for incoming tenant ; no allowance for it or for stacking it. Hay must be consumed or removed before May 1st, or no allowance. Herbage on stubble, clover-ley, and aftermath, unless consumed before February 2nd, become property of incoming tenant. On some estates outgoing tenant entitled to an off-going crop of wheat, and to keep one field till May 1st ; in others there is no off-going crop, but the landlord makes outgoing tenant an allowance. Incoming tenant gets land on February 2nd, house and buildings on following May 1st, but has no privileges.

Restriction on cultivation.—Tenant not liable for bad cultivation, or for any mode of cultivation or rotation of crops. Outgoing tenant may have one-fifth of his land in corn. No custom as to liability for dilapidation or want of repair.

Norfolk.—*Entry* on the 11th of October.

Incoming tenant takes by valuation at consuming prices:

the hay and fodder grown on the occupation the last year of the tenancy;

the mangel wurzel, swedes, white turnips, and other root crops, growing on the land at the date of entry;

the manure left on the farm, at per load of forty cubic feet.

Pays for the seed bill and sowing seeds on new layers, and fixtures which have previously passed from landlord to tenant, and others by arrangement.

The incoming tenant pays for the threshing and dressing of all corn grown the last year of the tenancy, and delivers it within a certain distance, receiving the chaff and straw for so doing.

No allowance is made for unexhausted improvements, unless provided for in lease, or claim made under the Agricultural Holdings Acts.

Northamptonshire. — The following allowances are adopted by the Midland Counties Tenant Right Valuers' Association, and must be considered the custom of the county:

Allowances.—Permanent pastures.—An off-going tenant relinquishing land that has been judiciously laid down to pasture in a clean and well cultivated state, shall be entitled to compensation in respect thereof.

Roots.—When a tenant has used every effort to grow a crop of roots other than potatoes, but owing to unfavourable seasons or any other cause not under his control, the crop is a total failure, the allowance to the outgoing tenant shall not be less than half a year's rent and payments, half the labour, and the full cost of artificial or other manures; and in the case of a partial failure of a crop the amount of compensation to be allowed to be left to the decision of two valuers or their umpire.

Seeds.—If, at the termination of a tenancy, a greater quantity than one-third of the arable land be in seeds (including young seeds), properly seeded and thoroughly clean, the outgoing tenant shall be entitled to compensation in respect of such greater quantity at a rate not exceeding thirty shillings per acre.

Fallows.— If, at the termination of a tenancy, a less quantity than one-sixth part of the arable land shall, in the judgment of the valuers or their umpire, require fallowing, the outgoing tenant shall be entitled to compensation in respect of so much of such one-sixth part as does not require fallowing, at a rate according to cleanliness and condition, but not exceeding thirty shillings per acre.

Dilapidations.—During the last year of the tenancy, at least one-eighth part of the arable land of a farm shall have been duly seeded in a proper state, and any deficiency shall be charged for at a rate not exceeding thirty shillings per acre.

Cropping.—Where an outgoing tenant has taken three white straw crops in succession he shall be liable at a rate not exceeding forty shillings for each acre so cropped.

Fallows.—One-fourth part of the arable land of a farm (as near as the size of the fields will admit) shall be the maximum area left in such condition as to require to be fallowed at the termination of the tenancy, and the quantity in excess thereof shall be charged for at a rate not exceeding forty shillings per acre. In no case shall a tenant be liable for dilapidations for such excess and for cross cropping upon the same land.

Excess of mowing.—The undue, improper, or excessive mowing of grazing land is recognized by this association as a proper subject for dilapidation.

Fences, ditches, etc.—An outgoing tenant shall be liable to dilapidation for neglecting to cut and lay a proper proportion of his fences during his tenancy ; for neglecting to properly guard the same where necessary ; for not cleaning out the ditches and water courses ; for not keeping open the mouths of drains ; for any damage that may arise from the stoppage of drains by the act or neglect of the tenant ; and for neglecting to repair gates, posts, rails, paled fencing, and culverts. No claim shall be allowed for cutting and laying fences during the last year of tenancy.

Outgoing tenant's obligations.—The outgoing tenant's obligations are, with regard to roofs, to restore and replace from time to time displaced and fallen slates or tiles ; with regard to walls and culverts, to maintain and restore coping and culverts, the landlord finding materials.

Docks and thistles.—An outgoing tenant shall be liable to dilapidation for allowing docks and thistles to seed during the last two years of his tenancy.

Northumberland (Tynedale).—*Entries* in Tynedale district of county on May 13th, up to that date tenant pays rent.

Allowances to outgoing tenant.—Outgoing tenant usually allowed a way-going crop of oats, wheat or barley. A tenant on a farm on the four-course system takes one-half of the arable land for his way-going crop ; and if the farm be on the five-course system the tenant takes two-fifths. Outgoing tenant also sows oats on the quantity of first or second year's grass that it is usual to plough on the farm ; he comes back to reap the whole crop of corn his rotation allows him to sow, and has certain accommodation given for threshing, but is bound to leave the straw. For growing clover or grass seeds, if the clover is uneaten after October 1st preceding his leaving the farm, he is allowed full value of seed.

Outgoing tenant is considered complete owner of the whole crop of corn that his rotation allows him to sow, but must leave the straw. Allowance usually for liming, boning, or laying down pasture.

Restrictions.—Except near large towns, hay and straw should be consumed on farm, otherwise tenant is liable for damage. To sell green crops is contrary to custom, and if tenant does it in any appreciable quantity lessor can restrain him and recover damages. Tenant not allowed two white straw crops in succession, or to break up old pasture. Tenant liable for damage to plantations, coppice or timber. No crops prohibited. No minimum proportion of fallow or green crops prescribed ; maximum amount of corn crops usually half the tillage land. Hay, straw and turnips not allowed to be sold off.

Time of entry.—Incoming tenant enters after February 1st, to plough land for fallow or green crops. On the Duke of Northumberland's estates tenants usually enter at Lady-day on all the land.

Way-going crop.—Where there is a way-going crop, the incoming tenant does not usually pay rent until the May after he enters. The outgoing tenant pays a rent for the whole farm for the half year he is taking his way-going crop.

Repairs.—Tenant liable for all repairs except to main walls and timbers, must leave in repair fences, gates, drains, ditches, and roads, and watercourses scoured.

Nottingham.—*Entries* at Lady-day or Old Lady-Day.

Allowances to outgoing tenant.—Outgoing tenant allowed full value of seed and labour of carting and spreading farmyard manure for growing wheat, barley, oat, bean, pea, clover, or grass seed crops. Root crops, rent, rates and taxes are allowed in all cases. If root crop is consumed on the land, half value; full value if root crop is drawn to the yard, when the manure belongs to tenant. If sold off farm, allowance for unexhausted tillage is made. Full value of all other crops growing on farm for consumption allowed.

Full value of workings, rent, rates and taxes of bare fallow in last year of tenancy, and half fallow in last year but one, allowed. For extraordinary cultivation, all ploughings and dressings properly performed allowed for at full value.

Unapplied farmyard manure allowed for, and full cost of hauling to heap or to field. Remaining white straw, pea, and bean straw, 1*s.* per cubic yard allowed for when the manure and straw belong to tenant; if manure and straw belong to landlord, consuming value put on quantity unconsumed. For hay left, market value, less expense of working, allowed.

For linseed or cotton-cake consumed on farm in last year one-fourth of value, and in last year but one, one-eighth of value, allowed.

Full value of all marling and claying done in last year allowed; outlay is spread over five years.

For draining in last year full value is allowed, and the six or ten years' principle applied; six the most usual.

Liabilities of tenant.—Outgoing tenant liable to make good for every ton of hay or straw sold off in last year, three tons of manure and its haulage, and damage for every acre of swedes or turnips sold, or for each acre of green crops removed: that is, if manure belongs to landlord; if it belongs to tenant, allowance is made for haulage back of as much manure, from nearest source of supply, as produce sold off would have made. If an excess of land becomes fallow, a charge per acre is made.

One-fourth is minimum proportion of fallow or green crops prescribed by custom. Maximum proportion of corn one-half. Hay, straw and roots not allowed to be sold off.

Time of entry.—Incoming tenant has no right of pre-entry, or outgoing tenant of retaining possession.

Way-going crop.—In some cases a way-going crop is free of standage; in all cases deduction of a year's rent and rates made.

Repairs.—Tenant liable to repair buildings, fences, gates, drains, ditches and roads.

In the absence of agreement the following is allowed by the Notts Tenant Right Association:

Undissolved bones.—Cost and carriage on a four years' principle; on grass pastured, seven years; grass mown, two years.

Dissolved bones or other artificial manure of equal worth.—On arable, cost and carriage after roots or fallow, one-third after corn succeeding fallow, no allowance after other corn crops; on grass pastured, three years' principle; on grass mown, one-third after a crop.

Nitrate of soda, sulphate of ammonia, soot, salt.—Cost and carriage to roots or fallow, no allowance after succeeding crop.

Basic slag.—Cost and carriage on roots, one-third after succeeding corn crop; grass pastured, four years; grass mown, two years.

Lime.—On arable, cost and carriage on five years' principle, but no allowance after three white straw crops; grass mown, four years; grass pastured, five years.

Linseed and cotton cakes.—One-fourth and one-third by old custom.

Purchased corn and food.—One-sixth and one-twelfth by recent custom since the Agricultural Holdings Acts.

Home-grown corn.—One-sixth and one-twelfth by recent custom since the Agricultural Holdings Acts.

Oxford.—*Entries.*—In upper part of county Michaelmas time for entering; about Banbury and the Warwickshire side Lady-day entries prevail.

Allowances to outgoing tenant.—In Henley district full value of seed and labour to growing wheat, barley, oat, bean, pea, and clover crops allowed; full value of seed and labour on root crops and other crops grown for consumption.

Full value of workings of bare fallow. Full cost of hauling farmyard manure to heap or field. All remaining straw valued at consuming price, and full cost of labour in stacking it. Full value of remaining hay allowed. Incoming tenant usually pays for acts of husbandry on turnip land, and for clover and other seeds sown with barley. A tenant leaving at Michaelmas sows wheat before leaving, and is paid for seed and labour.

In Henley district all manures used for a root crop in year of leaving allowed for if crop has not been consumed; but if the crop has been consumed by outgoing tenant, no allowance made. In some parts of county incoming tenant pays half amount of tillage and manure used for a root crop when the crop has been fed off land, and the outgoing tenant has not grown a corn crop afterwards. Full value of all guano, ashes, night soil, and town manure applied in last year to green crops allowed for; and if the ashes, night soil, or town manure are applied in last year to pasture land, and no crop has been taken since application, an allowance is made.

The value of all artificial manures applied to green or fallow crops in last year of tenancy allowed.

The unexhausted value of chalking is allowed; and full value of boning arable land with undissolved bones, if no root crop has been taken since. The value of growing underwood, allowing for each year's growth after last cutting, is also allowed.

Liabilities of tenant.—No customary claims on tenant on quitting, except in Henley district, where tenant is liable for full value of hay, straw, roots, and green crops sold off during last year of tenancy.

In the Henley district dilapidation or deterioration is usually left to an arbitrator, who values or has them valued, and tenant is liable for sum valued.

Restrictions.—Minimum proportion of fallow in Henley district not less than one-fifth, and maximum of corn crop two-thirds. Not more than two white straw crops in succession, and these not of same kind. Sale of hay,

straw, and roots usually prohibited ; but if sale of hay and straw is allowed, for every load or ton removed four loads or two tons of good dung, or an equivalent in artificial manure, must be brought back.

Time of entry.—In some Michaelmas takings incoming tenant allowed to enter in February to work fallow : in all, possession given of land for wheat the middle of August or September 1st, and tenant has stabling for horses and lodgings for men. Outgoing Lady-day tenants allowed to keep possession of portion of house, stables, barns and yards till early in June ; Michaelmas tenant till next Lady-day.

Repairs.—In the Henley district tenant is bound to leave buildings, gates, fences, drains, ditches and roads in tenantable repair.

Rutland.—*Entry.*—Time of entry usually Lady-day, but there are some Michaelmas tenancies.

Allowances to outgoing tenant.—If entry is a Lady-day one, outgoing tenant is allowed cost of the acts of cultivation and seed, the cartage and spreading of farmyard manure, the cost of clover seed and labour thereon, if they have not been stocked since October 11th the previous year and are sown in course ; the acts of husbandry on summer fallows, and in some cases the rent and rates ; the consuming value of hay, clover and a proportionate part of wheat and oat straw. If a Michaelmas tenancy the same allowances are made so far as they are compatible with this season of the year, and in addition all the hay, clover, straw, roots, are valued at consuming price.

With respect to manures and feeding stuffs, outgoing tenant is allowed the whole cost of artificial manure used under the root crop ; one-fourth of cotton and linseed cake and one-eighth of the cost of purchased feeding stuffs used on the holding during the two previous years. Boning and liming of land on a five years' principle on arable land and grass seed mown, and on a ten years' principle on grass land pastured.

Draining on a ten years' principle, the landlord finding the tiles.

Shropshire.—*Entries.*—Lady-day usual time of entry.

Allowances to outgoing tenant.—Off-going tenant takes customary share of wheat, not exceeding one-fourth of the

arable, half the crop of clover-ley on brush, and two-thirds of fallow: tithe being sometimes deducted. It is generally provided in agreements that the off-going share shall be taken to by valuation, and, in some districts, the off-going tenant may plant oats and barley as well as wheat. Seeds allowed for at cost price if not depastured after November 1st prior to quitting. All produce to be consumed on the farm, a boosey pasture being allowed for this purpose till May 1st. Farmyard manure generally belongs to the landlord, but if paid for at entry, the out-going tenant claims for it at quitting. Meadows are usually hayed up on February 2nd. It is general to give compensation for purchased feeding stuffs and manures. Landlord drains and bones, charging five per cent. on outlay, tenant carting materials. Landlord finds seeds for permanent pasture. Outgoing tenant can remove fixtures if erected or purchased by him. Generally in the absence of an agreement, tenant may go off as he came on.

Liabilities of tenant.—Tenant liable for selling off produce usually consumed on the farm in last year and to pay damages caused thereby. He is also liable for damages caused by foul land, especially seeds after roots, also for neglecting to keep in repair and proper order fences, gates, ditches and watercourses, and may be restrained from breaking up old pasture, damaging or felling trees.

Pre-entry.—Incoming tenant may pre-enter, as a rule, after October 1st to plough stubbles or do other necessary acts of husbandry thereto and do ploughing, and stabling has to be provided by outgoing tenant for a team of horses and room for servants; but in parts of South Shropshire no right of pre-entry exists, and the outgoing tenant does the necessary work by valuation. In North Shropshire the outgoing tenant is usually allowed to retain house, portion of buildings, and a boosey pasture until May 1st. He is also allowed reasonable time to thresh out his wheat.

Repairs.—Tenant must keep gates and fences in repair, and, if landlord finds materials, the inside of the house, cottages, and other buildings, including windows. The landlord usually keeps main walls, roofs, and external matters in repair.

Somersetshire. — *Entries* usually at Lady-day, but Michaelmas entries are frequent.

No regular custom prevails throughout this county, of which it is said that eleven different customs exist in different parts thereof.

Allowances to outgoing tenant.—Full value for labour and seeds of growing wheat, barley, oat, bean, pea, clover, or grass seed crops. Full value allowed for other crops growing or for consumption on farm. If an incoming tenant has not an expressed power to enter upon such of the lands as come in course for roots and put them in himself, the outgoing tenant does it on being paid for tillage and seeds.

Full value allowed for workings, and one-half rent, rates and taxes for bare fallows in light soil where it is possible to put in a green crop, but if the land is heavy a year's rent is frequently allowed. Part value allowed for unapplied farmyard manure, and full cost of haulage to heap or field. Clover seed, labour of harrowing in seed, half a year's rent, rates and taxes for winter vetches or bare fallow, allowed. Only labour on farmyard manure allowed for. Straw paid for at consuming price per ton or at per acre. Hay and roots must be consumed on premises.

Landlord usually plants orchards, and tenant is bound to fence and preserve the trees or to replace damaged ones with new young stocks.

Liabilities of tenant.—Tenant liable for full amount of damage caused by selling off hay, straw, roots or green crops in last year of tenancy, and consequent loss of manure; in estimate of damage one and a half load of hay and straw equals two loads of farmyard manure. Tenant may mow pasture land two years in succession if the land is manured, but is liable for mowing grass land more than once a year, for mowing old pasture, for taking too many white straw crops in succession, for foul or neglected land, for breaking up old grass land, for damage to coppice, timber, or plantation.

Growth of teazles is not prohibited in certain soils, but to grow more than two white straw crops in succession is prohibited. One-fourth is minimum quantity of fallow or green crops prescribed. If barley and oats are grown, one-half is maximum proportion of land under corn. Sale

of hay, straw, roots or green crops prohibited. Hay and straw are allowed to be sold on condition of an equivalent in value being brought back in the shape of artificial manures or feeding stuffs.

Repairs.—Tenant liable to keep fences, drains, ditches, roads, and watercourses in repair, but not gates.

Staffordshire.—*Entries* usually at Lady-day.

Allowances to outgoing tenant.—In Wolverhampton district outgoing tenant allowed for half value of wheat crop after seeds, two-thirds after bare fallow, or a crop of oats or barley in substitution therefor.

In South Staffordshire outgoing tenant gets half value of growing wheat crop, valued in July after his quitting, if grown after seeds, peas, beans or vetches ; two-thirds value if after bare fallow properly made and cleaned, or after seeds taken up before Midsummer. Outgoing tenant pays for weeding, and straw is left to pay reaping. Nothing allowed for growing barley or oats, but full value for growing beans, peas, clover or grass seeds. In Wolverhampton district full value of growing clover or grass seeds is given, if not grazed after November 1st.

In the Wolverhampton district, all bare fallow or winter ploughing, if autumn worked, and rent, rates and taxes up to Lady-day paid for by incoming tenant. Manure generally belongs to the estate, and no allowance made. Throughout county full value of hauling manure from farmyard allowed. In the Wolverhampton district, white, pea and bean straw valued at consuming price ; in South Staffordshire the white straw at so much per ton, the bean at so much, the pea at so much, and extra labour in stacking the straw paid for. Throughout the county, for hay to be consumed, two-thirds market price allowed. A tenant not allowed to sell off roots is entitled to sell them at consuming price.

For purchased feeding stuffs in the Wolverhampton district, one-third of value of linseed, oilcake, and cotton-cake consumed in last year, and one-sixth of that consumed in previous year, allowed. In South Staffordshire the allowance for same time is two-thirds and one-third, and one-fourth and one-eighth for other feeding stuffs, and same if consumed by pigs. For guano to root or green crops, if applied in last year, two-thirds of value ; in

previous year, one-third. In the Wolverhampton district the allowance is only made if applied to roots; same allowance is made for special concentrated manure and bone dust applied to roots in last year and last year but one; but value of any portion of root crop fed off by outgoing tenant deducted. For superphosphate of lime or rape-cake in the Wolverhampton district, two-thirds of value in last year, and one-third if in previous year and if applied to roots, allowed. In South Staffordshire the allowance is one-half and one-fourth for superphosphate of lime, and value of root crop consumed by outgoing tenant deducted. In the Wolverhampton district two-thirds and one-third of value of soot applied to roots in last year and preceding year allowed. The average annual outlay on manure and feeding stuffs is in South Staffordshire calculated from expenditure of the two preceding years. If occupation has been for less than four years, only half these allowances made.

In South Staffordshire for liming arable and pasture land, boning arable land, and manuring with rape-cake, the same, but the four years' principle is adopted. Boning pasture with undissolved bones, same allowance, and the seven years' principle. While in the Wolverhampton district two-thirds of value in last year applied to crops, and whether to arable land or pasture, and the three years' principle is the rule as to liming. In South Staffordshire, for laying down new pasture in last year, allowance depends on soil, method of laying down, and the top dressing.

In South Staffordshire full value of tile draining done in last year is allowed, and the ten years' principle adopted. Full value of planting quick, if properly fenced and cleaned, and the ten years' principle adopted.

Restrictions. — Restrictions on cropping not closely enforced, but more than two white straw crops in succession must not be taken.

Time of entry.—Incoming tenant at a Lady-day tenancy may enter on February 1st; outgoing tenant keeps boosey pasture up to May 5th, and takes a way-going crop of wheat of two-thirds after fallow, one-half after seeds, peas, beans, or vetches.

Repairs.—Tenant liable for repairs to buildings put into repair at commencement of tenancy, and landlord finds

materials. Same rule applies to repairs to fences, gates, drains, ditches, and watercourses.

Suffolk.—*Entries* mostly October 11th.

Allowances to outgoing tenant.—Full value allowed for clover or grass seeds crops; for workings, rent and rates; for bare fallows; for unapplied farmyard manure, and full cost of haulage to heap or field; for clover and artificial seeds and labour and tillage thereto.

On fallow, rent, and rates allowed, and the tillage and manure, also the seeds and labour where mangold and turnips sown. On some of the lighter lands, the growing crop of roots, viz., mangold, swedes or turnips, is paid for at consuming value, and not the tillages. What outgoing tenant paid on entry, he is allowed on quitting. Sheep foldings paid for if there has been no after crop. Nominal price paid for old straw left. Straw, chaff and cavings are property of landlord or incoming tenant, who threshes, dresses and delivers the corn.

Liabilities of tenant.—No customary right to claim against an outgoing tenant for selling off produce. It is usual to mow but half pasture; and hay must be paid for at the price per ton valuer may determine. Tenant liable for over-cropping without manuring, and for taking too many successive white straw crops, for a deficient quantity of fallow, for breaking old grass land, and for damages to plantations, trees and coppices. Tenant liable for acts of wilful waste done in last year. The four course shift seems usual mode of cultivation. Incoming tenant has no customary right of pre-entry. If outgoer quits at Michaelmas, he has use of barn and granary till Lady-day. Incoming tenant has to thresh, dress and deliver the outgoing tenant's corn. Rotation of crops is, fallow, barley, layer, or half pulse, half wheat (or part may be oats), as near as the size of the field permits. Tenant must follow the four course shift, but is not pinned to the identical crop; if on clay land, he usually grows two-thirds wheat and one-third oats, instead of two-thirds wheat and one-third barley, but he must not exceed two-thirds white straw. Usually half arable land in white straw crops. Consuming value of hay is fixed by valuers at an annual meeting. Incoming tenant takes straw, fodder and chaff for threshing and delivering corn grown

on the farm the last year. He pays by valuation for all hay, manure and composts left on farm at Michaelmas: for ploughing, harrowing and rolling, not over five clean earths, and part of rent of fallow, varying from one-half to the whole; or on the lighter lands, for the roots at consuming value instead of tillages, etc.

Repairs.—Tenant only liable to pay for acts of wilful waste to buildings, fences, gates, drains, etc., done in last year.

Surrey.—*Entries* at Michaelmas.

Allowances to outgoing tenant.—Outgoing tenant is paid for hay and straw at fodder and dung value; for farmyard manure in yards and for labour of carting and spreading, if drawn out for root crops, an extra price is paid. He is paid in respect of root crops even if a failure, all cultivations since the previous Michaelmas, the rent and rates, the manure, seed and hoeings, unless a green crop has been grown and cut, then followed by roots, in which case the rent and rates are not paid: in respect of summer fallows, he is paid for the cultivations, rent and rates, and manure. Half dressings are paid for where only one corn crop has been taken; and for grass seeds, the outgoing tenant is paid the seed bill, and for sowing and harrowing in; he is also paid the value of clover ley, the unexhausted value of cake, corn and other feeding stuffs.

Rights of outgoing tenant.—The outgoing tenant always harvests the corn crops, and is allowed to hold over a portion of the premises till May 1st after the expiration of tenancy for the purpose of threshing and marketing his corn.

Sussex.—*Entries* usually at Michaelmas.

Allowances to outgoing tenant.—In East Sussex outgoing tenant paid for cultivation, labour on fallows and "bastard" fallows, and rent and taxes thereon. Dung applied to fallows or fallow (green) crop paid for, as well as for artificial manures applied to the latter. Half-manures usually all bought up by landlords. Half-dressings of lime occasionally paid for. Remaining hay paid for at feeding value. Straw and haulm not paid for; but incoming tenant threshes, winnows and carries to market outgoing tenant's wheat crop, and keeps straw for this. Clover-leys not

usually paid for. Growing underwood allowed for to the stem. *In West Sussex* outgoing tenant paid for tillage to turnip land and fallows. All labour on unspread manure; remaining hay at feeding price, or sometimes, by special agreement, at market price. Remaining straw, haulm and dung not paid for. Fodder and chaff usually paid for at a small sum per acre, according to harvest. On "Down" and some "underhill" farms, foldings paid for at not less than one sheep or two lambs per square wattle. Sainfoin roots paid for down to four years old, according to the plants. Underwood, even in hedgerow, paid for down to one year's growth.

Time of entries.—Nominally outgoing tenant has use of barn and stackyard until May 1st to thresh, practically only the stackyard is used.

Repairs. — Landlord provides materials for repairs; tenant does labour and cartage. Tenant keeps roads in repair.

Warwick.—*Entries* vary; no fixed dates, but a great number of Lady-day entries.

Allowances to outgoing tenant.—No general system of allowance for growing crops or tillages, but different rules on different estates, as also in regard to removing manure, hay and straw, dates of entry, valuations and allowances. Not only are all entries and quittings different, but there are at least half-a-dozen different modes of valuing fallow and Lady-day entries within as many miles of Warwick. No fixed customary allowances for agricultural or permanent improvements, no regular customary claim against a tenant for selling off produce or bad farming.

Drainage sometimes allowed for. Landlord frequently finds pipes, and tenant puts them down.

Cultivation, etc.—Incoming tenant usually pays for seed and labour for wheat crop, and for all cultivations. No right of pre-entry to prepare for spring crops. No right to sell off hay and straw. No right to be paid for unapplied manure. Tenant does repairs. The root crop often valued to incoming tenant. Allowance for cake, corn, feeding stuffs, and artificial manures used, according to the Midland Counties Tenant Right Valuers' Association scale.

Westmoreland.—*Entries* almost entirely Candlemas (February 2nd in North and February 14th in South Westmoreland).

Allowances to outgoing tenant.—Throughout the county the incoming tenant pays the cost of the clover and grass seeds sown in the last year, provided the seeds have not been depastured by cattle or sheep after November 11th.

In South Westmoreland the outgoing tenant may hold over the buildings until May 12th to give time for the consumption of the produce, though it is not unusual for liberty to be given for selling off a portion of the produce upon making allowance of one-third of the amount it sells for.

Pre-entry.—In many cases incoming tenant may pre-enter for autumn ploughing. In the "Fell districts," where the farms are mostly sheep farms, the date of entry upon the arable portion is Candlemas, upon the grazing land April 5th (in a few cases April 25th), and on house and buildings May 12th.

Restrictions.—Hay, straw and roots to be consumed on the premises, and the manure left free for the incoming tenant.

Wiltshire.—*Entries* usually at Michaelmas, but there are some Lady-day tenancies on pasture farms in North Wilts.

Allowances to outgoing tenant.—Allowances to outgoing tenants at Michaelmas generally comprise payments for cost of manuring and tillages done for the benefit of the incoming tenant, also half tillages on green crops and roots fed on the farm by sheep, grass seeds and sainfoin roots under four years' growth; but do not include rent, rates and taxes on fallow or root land, or pennings, or for the second year's clover or grass crop.

Where tenancies expire at Lady-day, it is customary for the incoming tenant to pay for cultivations, seed and labour for growing crops, and, in some instances, for a half year's rent, rates and taxes.

Unless otherwise agreed, hay is usually paid for at market price, and straw at consuming value.

Cultivation.—The arable land on mixed farms is generally cultivated on a four course system, though there are

exceptions, some of the best land being cropped on a three field system.

Right of entry.—Incoming tenant usually allowed right of pre-entry from the preceding Lady-day to prepare land for wheat and roots, and to sow grass seeds and roots, otherwise the quitting tenant does these cultivations and seedings for which he is paid by the incoming tenant. Outgoing tenant retains possession of half house and farm buildings to thresh corn, and feed straw of last year's corn crop and fodder, and to prepare off-going crop, sometimes till May 1st, sometimes till June 24th. Outgoing tenant has the right to way-going crop off two-thirds of arable; incoming tenant generally purchases it at valuation; it is sometimes sold by auction.

Repairs.—Tenant is bound to leave buildings in repair (if landlord finds materials and timber in the rough), and also fences, gates, drains, ditches and roads in repair.

Worcestershire.—*Entries.*—In this county entries vary: the majority are at Michaelmas, but in some parts there are entries at Candlemas and Lady-day.

Allowances to outgoing tenant.—As regards Candlemas and Lady-day takings, an outgoing tenant has the right to plant in the autumn or January preceding the termination of his tenancy one-third of the arable land with wheat, he harvests this crop, takes away the corn and leaves the straw and chaff for the use of the incoming tenant. He is entitled to the use and occupation of two rooms in the house, and a proportion of the homestead and buildings, to spend and consume his hay, straw and fodder until May 1st next after his tenancy ceases. He is to be paid for acts of husbandry necessary for the crops of his successor, and for the seed and sowing of clover and grass seeds sown in the white straw crops in the spring before quitting. In practice the incoming tenant takes the off-going wheat crop at a valuation made in the month of July. As regard Michaelmas takings the tenant on quitting is allowed a portion of the homestead and buildings to spend and consume his hay, straw and fodder, and, in the case of turnip land, the portion of arable planted with roots, until May 1st next after his tenancy expires, and a piece or pieces of grass land near the homestead, locally called "boosey pasture." He is entitled to

be paid for acts of husbandry necessary for the crops of his successor, and for all clovers and grass seeds sown in the white straw crops in the spring before quitting.

In practice the incoming tenant in either of the three lettings takes to all unconsumed hay, straw and roots at a valuation, consuming price.

Liabilities.—The old custom bound the tenant to consume on the farm all the hay, straw, roots, and green crops grown thereon. Now he is permitted—in most cases having first obtained the landlord's permission—to sell a portion bringing back an equivalent in manure or feeding stuffs; he is not allowed to break up old pasture. It was formerly common for the tenant to bind himself to a fixed rotation of crops, and particularly not to grow two white straw crops in succession; now the general practice is for him to bind himself to farm on the lands in a good and husbandlike manner, keep them clean from weeds and not impoverish them.

Repairs.—Landlord practically responsible for outside repairs; tenant doing the hauling. Tenant is to keep the interior of house, and all gates, fences and ditches in good order and condition; landlord finding new gates when required.

Fruit.—The tenant is allowed a reasonable time for gathering it and clearing away.

Yorkshire.—*Entries.*—Old Lady-day usual time of entry, though Candlemas is a favourite time in West Riding.

Repairs.—Tenant usually has to leave farm in tenantable repair, and does carting of materials found by landlord.

North Wales.—MONTGOMERYSHIRE.—*Entry* is March 25th.

Allowances.—In some parishes outgoing tenant takes two-thirds share of growing wheat crop, and in others three-fourths share after fallows, or clover-leys ploughed up before June 21st, or after turnips eaten on the field, or yearling clover not grazed. In all other cases half share. Incomer pays tithe and rates; outgoer weeds, rolls, fences, and each cuts, carts, and threshes his own share. Clover and grass seeds bill paid by incomer, if the seeds are not grazed after February 2nd.

Entries.—Outgoing tenant retains house, buildings, and the boosey pasture, which is the pasture field nearest the house that has both shelter and water in it, until May 1st. Incoming tenant may enter on arable on January 1st to plough, manure or prepare for crop.

Love ploughing.—There is an old custom for neighbours to plough each for one day gratis for the incomer to sow spring corn, and the incomer feeds them.

South Wales.—BRECONSHIRE.—Same customs as in Radnorshire, excepting those in reference to sheep.

CARDIGANSHIRE. — *Entry* upon farms is usually Michaelmas.

CARMARTHENSHIRE. — *Entry* in east part of county at Michaelmas, in the west sometimes at Lady-day.

Allowances.— Outgoing tenant is paid for all manure that remains unused, for lime and manure on summer fallows, as well as for ploughings and harrowings of latter for clover and grass seed sown with spring corn.

GLAMORGAN. — *Entry.* — Michaelmas usual in the western part, Lady-day in the central portion, and Candlemas in the eastern end of the county.

Allowances. — In West Glamorgan outgoing tenant occasionally allowed for lime, which must be paid full value for if put on same year, and half value if put on year previous.

In East and Central Glamorganshire, in that portion of the county of Glamorgan lying between the River Rumney on the east and the River Avon on the west, and known as "Gwent," outgoing tenant is entitled to compensation for unexhausted improvements done by him on his holding; measure of the compensation being value of outlay to succeeding occupier. This custom extends to the River Usk in Monmouthshire.

Entry.—Tenancy begins and ends on February 2nd, and is subject to twelve months' notice on either side, to be given before August 2nd. Outgoing tenant has privilege of retaining farmhouse, building, yards, and boosey pasture field, nearest to the house, free of charge from termination of tenancy till May 1st succeeding. Cottages are given up on February 2nd, but gardens are retained until March 25th.

Valuation.—Upon expiration of tenancy, valuation of unexhausted improvements takes place.

Although the custom of the district makes landlord technically responsible for compensation due to outgoing tenant, practically the arrangement is with incoming tenant, who really pays compensation due, and between whom and outgoing tenant the valuation is made. Each party names a valuer to act in his behalf, and the two valuers select an umpire, whose decision is final in case of any disagreement between them. Amount of compensation ordinarily payable upon a well-cultivated farm of mixed arable and pasture is from one to two years' rental: in exceptional cases it may amount to as much as three years' rental. The incoming tenant has to pay outgoing tenant a per acreage compensation according to condition of land after crop of turnips which (with the exception of a quantity not exceeding one-third which may be taken off the field for consumption in yards) has been consumed on land by the folding of sheep. The exact price to be paid is arrived at by estimating weight of crop, cleanliness of land and quantity of corn and cake consumed, by means of which the manurial value left in ground is increased, and the price varies with the system of folding, being higher for close folding as compared with long range folding.

If turnips or swedes are sold off the land, the price per acre allowed to outgoing tenant varies according to condition of land, having regard to the amount of tillages and manurings.

Cultivation.—For summer fallow incoming tenant pays twelvemonths' rent, tithes and taxes in addition to labour of ploughing, not exceeding three, or at the most four, times; dragging, not exceeding three times; rolling twice, and harrowing and chain harrowing. If fallow be sown in wheat, cost of seed and sowing is paid for in addition. As to fallow after seeds, *i.e.*, a "bastard" fallow, time of ploughing is taken into consideration. If ploughed before August incoming tenant pays six months' rent, tithes and taxes, and also for ploughing, dragging, rolling, harrowing, etc., as in case of summer fallow. When kiln lime is used on arable land full value is paid by incoming tenant first year and two-thirds value second year, and one-third value the third year, *i.e.*, after two

crops. When three crops of corn have been grown after application of kiln lime, claim for compensation ceases. When kiln lime is applied to grass land a decreasing proportion of value is allowed up to end of the fifth year. Gas lime on the five years' principle on both arable and pasture.

Value of farmyard and artificial manures applied to land extend over three years. Full value allowed for the first year at per cartload, according to quality and distance of hauling ; two-thirds of value allowed for second year, one-third for third year. On arable land these manures are allowed on the two years' principle. The manure in yards belongs to outgoing tenant, and is allowed for. Rents, tithes and taxes paid by incoming tenant, for stubbles from time ploughed in autumn to February 2nd, also for land on which young seeds are grown that have not been fed off after corn is cut, three months' rent, tithes and taxes are paid by incoming tenant.

If outgoing tenant should lay or trim hedges, he will be allowed compensation for trimming since the last summer ; but for laying and banking, full value for first year, two-thirds value second year, one-third value third year.

Drainage is allowed for on the fourteen years' principle. In the hill districts dry stone walling is allowed for on the fourteen years' principle.

PEMBROKESHIRE.—*Entry* is Michaelmas.

Allowances.—Outgoing tenant, unless prohibited by agreement, has an auction of his growing crops before leaving, and sells them all off, unless landlord agrees to buy them at valuation. Growing clover and seeds sown previous spring usually allowed for, and value of seed and labour paid outgoing tenant. Incoming tenant usually takes root crop for consumption at valuation.

Allowance for a good fallow at Michaelmas is usually made.

Remaining manure usually bought by incoming tenant at valuation, as also is remaining hay, straw and aftermath.

Tenant is able to sell off hay and straw, but in some agreements is made to bring back manure for straw sold.

Time of entry.—Outgoing tenant gives up whole of farm on September 29th, and incoming tenant has no

right to enter any part for any purpose before that date.

Cultivation.—It is bad farming to mow land more than once a year, to take more than two white straw crops in succession without an intermediate fallow or green crop, or to break up permanent pasture land. The four course system is almost universal, and on many estates, when grass seeds are sown with the barley crop, seed hay is cut the following year, and perhaps the next; but this land comes under corn again the fourth or fifth year, although laid down with grass seeds at first.

Repairs.—Tenant is liable to keep buildings put into repair in tenantable repair during his tenancy.

RADNORSHIRE.—*Entries* as a rule on February 2nd and March 25th; some at Michaelmas.

Time of entry.—On February 2nd and March 25th farms, the outgoer gives up all the land, except a boosey field retained until May 1st for his cattle, and the arable land on which his way-going crop is growing. He can retain most of the house and buildings until May 1st. The incomer having a right of accommodation for his teams and men and their fodder, from the time they enter on the working of the arable land, at February 2nd or March 25th, or, as is sometimes arranged, he can enter to plough stubbles in November. In September 29th tenancies the outgoer gives up all the land, except the boosey pasture and off-going crop land on November 30th. He has to sow his off-going crop by September 29th, and retains part of house and buildings until May 1st following, as in February takings. The incomer has a right to some accommodation for men, teams and fodder from November 30th, and barn and granary room as in February 2nd tenancies.

Allowances.—Generally the outgoer gets the whole way-going wheat crop, or the rights of the parties are arranged by valuation; provided the way-going wheat crop is not valued to the incomer, then the outgoer has a claim to part of the barn and granary to thrash and market his corn.

Sheep farms.—In the north-western part of the county, on the hills and uplands, about Rhayader, sheep farming is general. The stock of sheep goes with the farms. The

tenancies commence mostly on March 25th, and all the sheep, except the young lambs, are counted, and priced at a fixed price per head (irrespective of current value) and interest paid to the landlord on the value: who gets nothing but this and the rent. In some cases the sheep are valued on entry and leaving, and paid for. When the sheep exceed the number taken over, in the arrangement to pay interest, the tenant is entitled to the excess, but if the sheep are less in number, then he has to make up the deficiency.

In some cases part of the sheep stock belongs to the landlord, and part to tenant. All these sheep are Welsh or Cardies, or some cross from them.

C.—Mode of obtaining Compensation by Custom.

(1) **Claims in respect of improvements comprised in the Agricultural Holdings (England) Acts, 1883 to 1900.**—Where the tenant claims compensation under custom in respect of an improvement comprised in the Agricultural Holdings (England) Acts, 1883 to 1900 (*a*), the difference must, should he fail to agree with his landlord as to the amount, time, and mode of compensation, be settled by arbitration in accordance with any agreement between them or by arbitration in accordance with the provisions set out in the Acts above mentioned (*b*), and it is apprehended that the same award may include compensation by custom in respect of matters not comprised in the statutes as well as in respect of matters that are comprised, but for which customary compensation is claimed.

(2) **Claim for compensation for improvements not comprised in Acts.**—Where the compensation payable by custom is for an unexhausted improvement not comprised in the Acts, there is no general settled rule by which the compensation is ascertained and enforced. As a rule, two valuers appointed, one either by the landlord

(*a*) **As to these improvements,** see *supra*, pp. 4, 66, 78.
(*b*) **As to statutory arbitration,** see *supra*, p. 80.

or the incoming tenant, and the other by the outgoing tenant, value the matters in respect of which the outgoing tenant is entitled to be paid compensation. The proceedings are usually of a very informal character. The valuers accept as evidence of expenditure the outgoing tenant's books and his bills for manure, and in many cases his own statements as to what he has expended ; and they usually value at a consuming price the farm produce the incoming tenant has to pay for. The valuations, however, are almost always confined to tillages, acts of husbandry, manure, feeding stuffs, and agricultural improvements, for the reason that permanent improvements, if done at all, are done under special agreement, in the absence of which the tenant, as a rule, is not entitled to compensation therefor. The valuers also, as a general rule, take into consideration the sum payable by the outgoing tenant for non-repair of fences and gates, and allow such sum as they think requisite to put them into good tenantable repair. There is generally no regular arbitration or formal appointment of arbitrators, and consequently no formal award : accordingly it is apprehended that any proceedings thereon would be by action in the High Court if the amount be more than fifty pounds, and in the county court within the district of which wherein the defendant dwells or carries on his business at the time action is commenced, or by leave in the court within the district of which the defendant dwelt or carried on business at any time within the six calendar months preceding the commencement of action, or in the court in the district of which the cause of action wholly or in part arose, in the event of the amount not exceeding fifty pounds. Where, however, the award is a formal one, it may be enforced under the Arbitration Act, 1889 (*a*), at any rate where the amount exceeds the limit of the county court jurisdiction. If legal proceedings are taken outside the award, which is seldom the case, it is generally to recover the value of the crops sold or for breach of the covenants contained in the lease, or for bad husbandry and cultivating contrary to the custom of the country. The questions in dispute are usually questions not between the landlord and outgoing tenant, but between the outgoing and incoming tenants.

(*a*) 52 & 53 Vict. c. 49.

CHAPTER III.

COMPENSATION UNDER AGREEMENT.

PAGE

A.—*In general* 155
B.—*Special clauses* 156
C.—*Mode of recovering compensation under agreement* ... 160

A.—*In General.*

THE remaining mode of obtaining compensation recognised by the Agricultural Holdings (England) Acts, 1883 to 1900, is under agreement, and this is the usual mode of providing for compensation. The Acts, however, cannot be excluded by any form of contract (*a*), though provisions may be inserted as to compensation in substitution for that which the tenant is entitled to claim under the Acts. These provisions vary in different parts of the country: in some cases they are only the embodiment of the custom of the country prevailing in the locality; in others they form an understanding between landlord and tenant of a kind that probably never existed prior to the Acts. By far the larger number of cases of compensation are now regulated by these agreements, which frequently, in addition to substituting compensation for that given by the Acts in respect of improvements comprised therein, embody compensation clauses for matters not included in the provisions of the statutes: Thus, an agreement may include compensation for feeding stuffs and purchased manures, for which there would be compensation under the Acts, and for tillages, for which there would not; or it may include compensation for laying down temporary pasture with grass seed sown more than two years prior to the determination of the tenancy, for which there would be statutory compensation, as well as for the hay, straw and fodder

(*a*) See *supra*, pp. 6, 52.

grown during the last year of the tenancy if left on the premises, for which, in the absence of a custom of the country with respect thereto, there would be no compensation. So the agreements, having regard to the fact that the tenant may claim compensation under the custom of the country as well as under his lease, frequently exclude compensation under custom, for as previously shown (*b*), it has been held, unless the custom either alters or contradicts the lease, or is expressly or impliedly excluded, it applies : Thus, the tenant may agree to cultivate the land in a good and husbandlike manner according to the best modern system of husbandry and without reference to any usage in the neighbourhood or custom of the country which may not be in accordance with the best modern system of husbandry, and at the end of his term to leave and yield up the same cultivated in accordance with such covenant, and without any compensation founded upon the custom of the district, but only upon such compensation as he may be entitled to under his lease.

B.—Special Clauses.

What is the best form of agreement?—The question, what is the best form of agreement for agricultural tenancies, is of high importance, and to answer it satisfactorily it is desirable to see what powers of contracting the parties have left by the Agricultural Holdings Acts and what either party can do if those powers are not exercised.

The Acts provide that any contract, agreement or covenant, depriving a tenant of his right to claim compensation under the Acts in respect of improvements mentioned in the First Schedule to the Act of 1900, shall be void so far as it deprives him of that right (*c*), but the landlord and tenant may agree as to the compensation as long as the agreement gives the tenant fair and reasonable compensation in lieu of that which he is entitled to claim under the Acts. It follows that, although persons

(*b*) See *supra*, p. 105.

(*c*) 46 & 47 Vict. c. 61, s. 55. See *supra*, p. 52.

Improvements in First Schedule. See 63 & 64 Vict. c. 50, s. 1 (2), and First Schedule, *supra*, pp. 78—80.

cannot directly contract out of the Acts, yet indirectly the same result can be brought about, and the parties can make their own terms as to compensation. It is also arguable that an agreement forbidding the tenant to execute any improvements will be good; and an agreement that a tenant shall not be entitled to any compensation for anything not mentioned in the Acts will certainly be good: so an agreement can be made providing exactly what compensation a tenant is to receive for the things mentioned in the Acts, and refusing any compensation in respect of other matters. The value, both to landlord and tenant, of an agreement that clearly expresses and defines their mutual rights, thereby enabling each of them to see what their respective liabilities at the close of tenancy may be, cannot be too much insisted upon. It is impossible to give any general form of agreement which will apply throughout the country or which will meet every case. All that can be done is to state the principles on which the agreement should proceed; and a form of agreement is given hereafter (*d*) that will, with necessary alterations to suit particular cases, guard against litigation and prevent the manufacture of claims under custom, thereby avoiding the confusion and uncertainty that often arise where a claim is so made.

The simplest way to show the exact position of the parties will be to suppose landlord and tenant treating for a farm, and to take the different items upon which an agreement can be made.

Matters in First Part of First Schedule.—If it is contemplated that any of the following things will be required during the tenancy:—Erection, alteration, or enlargement of buildings; formation of silos; laying down of permanent pasture; making and planting of osier beds; making of water meadows or works of irrigation; making of gardens; making or improving of roads or bridges; making or improving of watercourses, ponds, wells, or reservoirs, or of works for the application of water power or for supply of water for agricultural or domestic purposes; making or removal of fences; planting of hops; planting of orchards or fruit bushes; protecting young fruit trees; reclaiming of waste land; warping or weiring

(*d*) Form 68, Chap. IV.

of land; embankment and sluices against floods; the erection of wirework in hop gardens, the parties can determine whether the landlord himself will do them or allow the tenant to do them. The landlord, however, should remember that if he agrees to do them and does not do them, he will be liable to the tenant, while if the tenant does them he can only get compensation if the landlord consents in writing to their being done, in which case the landlord and tenant can agree as to the terms on which they are to be executed. Probably it will be best to make no prospective agreement as to them, but to let the matter rest until the necessity for the execution of the improvement arises, and then make some special agreement. It is only when the landlord has given his unconditional written consent that the tenant can claim anything under the Acts, although under custom he may so do (*e*).

Second Part of First Schedule.—The landlord and tenant can agree in the lease on the terms as to compensation on which the drainage is to be done, and the landlord may dictate the method of the drainage; and if such compensation be fair and reasonable it will be in lieu of statutory compensation;

Or, The lease may be silent and the terms settled upon the tenant giving the landlord notice that he intends to drain (*f*).

The latter course will be preferable, for the Acts apply only in default of agreement after notice, and in the event of the landlord failing within a reasonable time to comply with an undertaking by him, to do the drainage on his own account.

Third Part of Schedule.—As to chalking of land; clay-burning; claying of land or spreading blaes upon land; liming of land; marling of land; application to land of purchased artificial or other purchased manure; consumption on the holding by cattle, sheep, pigs, or by horses other than those regularly employed on the holding, of corn, cake, or other feeding stuff not produced on the holding; consumption on the holding by cattle, sheep, or pigs, or by horses other than those regularly employed on the holding, of corn proved by satisfactory evidence to

(*e*) 63 & 64 Vict. c. 50, s. 1 (5), *supra*, p. 70. *As to customs* see *supra*, p. 104.

(*f*) 46 & 47 Vict. c. 61, s. 4. See *supra*, p. 12.

have been produced and consumed on the holding; laying down temporary pasture with clover, grass, lucerne, sainfoin, or other seeds, sown more than two years prior to the determination of the tenancy: or, *where the holding is a market garden holding*, planting standard or other fruit trees permanently set out; planting fruit bushes permanently set out; planting strawberry plants; planting asparagus, rhubarb, and other vegetable crops which continue productively for two or more years; erection or enlargement of buildings for the purpose of the trade or business of a market gardener (*g*), the landlord can insert in the agreement a clause providing that the tenant shall not be entitled to do any of these things, and this prohibition will be valid.

An agreement may be made particularly securing to the tenant fair and reasonable compensation that shall be paid in respect of these matters, specifying the exact nature of the improvements to be executed during the tenancy and the manner of doing them and the amount of compensation to be allowed therefor: and this is the best course to take.

Agreement should be exclusive.—If the agreement stops here the tenant will still be able to claim for other items for which the custom of the country gives compensation (*h*), any agreement therefore should provide that no claim, except under the lease or agreement, shall be made for anything whatever.

The agreement, however, should not stop even here, for it is desirable in the tenant's interest that some provision be made as to the matters for which the landlord can counter-claim against the tenant in respect of a breach of contract or otherwise as to the holding, or in respect of waste wrongfully committed or permitted by the tenant; accordingly the matters in respect of which the landlord's claim can be based should be defined, and a clause added that the landlord is not to claim under any custom outside the agreement.

Arbitration.— The parties may agree in the lease or otherwise as to the form of arbitration that is to apply in the event of a difference between them respecting the

(*g*) 63 & 64 Vict. c. 50, First Schedule, Part 3. See *supra*, p. 80.

(*h*) See *supra*, p. 104.

amount, time, and mode of payment, of any compensation claimed under the Acts, custom, agreement, or otherwise, for unexhausted improvements; and, where the improvement is for a matter comprised in the First Schedule to the Acts (*i*), they must agree, or in default of an agreement the dispute will be settled in the manner provided by the Agricultural Holdings Act, 1900 (*k*). Provided there is an agreement, the method in which the arbitration is to be conducted is not material—it may be an arbitration prescribed by the parties excluding the Arbitration Act of 1889, or that Act may be adopted, or the method prescribed by the Agricultural Holdings Act may be selected. Forms of agreement are given hereafter (*l*).

C.—Mode of Recovering Compensation under Agreement.

The lease or agreement usually specifies the mode by which the compensation payable under it is to be recovered: and where it does, that mode must be followed. The mode usually specified is arbitration in the ordinary way, and it is often provided that all the provisions of the Arbitration Act, 1889 (*m*) are to apply in order that the submission to arbitration may be an order of court. In such case, all the ordinary incidents of arbitration apply, and the award can be remitted to the reconsideration of the arbitrators or umpire (*n*), set aside (*o*), or enforced in the same manner as a judgment or order to the same effect (*p*) in exactly the same way as any other award; it is open to the same objections, the same rights as to appeal, and all the proceedings to enforce or set aside the award must be had in the High Court unless it relates exclusively to matters falling within the Agricultural Holdings Acts, 1883 to 1900, in which case it may be enforced under the Agricultural Holdings (England) Act, 1883, by the county court within the district whereof the holding or the larger part thereof is situate (*q*).

(*i*) See *supra*, p. 71.
(*k*) See *supra*, p. 80.
(*l*) See *post*, Chap. IV.
(*m*) 52 & 53 Vict. c. 49.
(*n*) 52 & 53 Vict. c. 49, s. 10 (1).
(*o*) 52 & 53 Vict. c. 49, s. 11 (2).
(*p*) 52 & 53 Vict. c. 49, s. 12.
(*q*) 46 & 47 Vict. c. 61, ss. 24, 61. See *supra*, pp. 23, 56.

It may happen that proceedings to recover the compensation under a lease or agreement may be taken by action where the compensation claimed is for matters not comprised in the First Schedule to the Agricultural Holdings (England) Acts, 1883 to 1900; but if there was an arbitration clause in the lease, the High Court might direct the proceedings to be stayed in the action, and the matter to be referred (*r*). And whether there was such a provision in the lease or not, that court has power to order a reference (*s*), and in most cases this probably would be the course taken. It might, however, happen, if the landlord denied anything was due at all, that the court would leave the case to be tried by a jury or a judge.

There is no summary power of obtaining payment of the compensation payable under a lease or agreement, as there is of the compensation under the 1883 Act by s. 24; if default is made in payment, the money can only be recovered in the ordinary way.

(*r*) 52 & 53 Vict. c. 49, s. 4.
(*s*) 52 & 53 Vict. c. 49, s 14.

CHAPTER IV.

FORMS.

PAGE

1. *Consent of landlord for improvement in Part I. of First Schedule* 164
2. *Agreement as to compensation for improvements in Part I. of the First Schedule* 164
3. *Tenant's notice of intention to drain* 165
4. *Agreement as to drainage* 166
5. *Withdrawal of notice by tenant as to drainage* 167
6. *Landlord's undertaking to drain* 167
7. *Landlord's notice of claim for executing drainage works* ... 167
8. *Agreement dispensing with drainage notice* 168
9. *Special agreement as to improvements in First Schedule, Part III.* 169
10. *Notice to quit* 171
11. *Agreement that a year's notice shall not be necessary* ... 171
12. *Notice of intention to remove fixtures* 172
13. *Notice of intention to purchase fixtures* 172
14. *Notice to quit for special purpose* 172
15. *Tenant's notice to give up the whole holding* 173
16. *Requisition for appraisement of distrained goods* 173
17. *Request to remove for sale distrained goods* 173
18. *Request for extension of time to replevy goods* 174
19. *Request for sale notwithstanding extension of time* 174
20. *Consent to early sale* 174
21. *General certificate of bailiff* 175
22. *Special certificate of bailiff* 175
23. *Consent of landlord for incoming to compensate outgoing tenant* 175
24. *Notice of tenant's intention to improve in last year of tenancy* 176
25. *Assent of landlord to improvement in last year of tenancy* 176
26. *Objection by landlord to improvement in last year of tenancy* 177
27. *Consent of landlord to treat holding as market garden* ... 177

PAGE

28. *Agreement to arbitrate outside the Agricultural Holdings Acts* 177
29. *Tenant's claim for compensation* 178
30. *Tenant's claim for compensation for landlord's breach of covenant* 178
31. *Landlord's claim for compensation* 179
32. *Award* 179
33. *Agreement for two arbitrators* 185
34. *Agreement adopting Arbitration Act*, 1889 185
35. *Application for land charge* 186
36. *Statutory declaration on applying for land charge*... ... 188
37. *Joint appointment of arbitrator* 188
38. *Application to Board of Agriculture and Fisheries to appoint arbitrator* 189
39. *Appointment of substituted arbitrator* 189
40. *Consent to revoke arbitrator's appointment* 190
41. *Revocation of arbitrator's appointment* 190
42. *General headings* 190
43. *Notice to arbitrator to act* 191
44. *Notice of arbitrator's appointment* 191
45. *Notice to appoint arbitrator* 191
46. *Appointment of umpire* 193
47. *Request to appoint umpire* 193
48. *Application to Board of Agriculture and Fisheries to appoint umpire* 194
49. *Enlargement of time for award* 195
50. *Notice that umpire must proceed with arbitration*... ... 195
51. *Application to extend time to make award* 196
52. *Consent of landlord to improvement on allotment or cottage garden* 196
53. *Joint appointment of arbitrators under Allotments and Cottage Gardens Compensation for Crops Act*, 1887 ... 197
54. *Application to justices to appoint arbitrators under Allotments and Cottage Gardens Compensation for Crops Act*, 1887 197
55. *Appointment by justices of arbitrators under Allotments and Cottage Gardens Compensation for Crops Act*, 1887 197
56. *Consent of arbitrators to act without remuneration* ... 198
57. *Notice of arbitrator that he will proceed in absence of either party* 198
58. *Application for appointment or change of guardian* ... 199
59. *Affidavit on application for appointment or change of guardian* 200
60. *Consent of guardian to act* 200
61. *Application for order to state case* 200
62. *Application to remove arbitrator or set aside award* ... 201

PAGE
63. *Application for order to pay compensation money* 202
64. *Notice to interested persons* 203
65. *Certificate of person or persons making award* 204
66. *Notice to produce documents before arbitrator* 204
67. *Agreement excluding custom* 205
68. *General form of agreement* 205

No. 1.—Consent of Landlord for Improvement in Part I. of the First Schedule.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, I hereby [*or if by agent*, I hereby on behalf of A. B., the landlord] consent to your executing on the parcel of land [*here describe holding*] you hold from me [*or if by agent*, from A. B.] the following improvement [*here specify precisely the improvement, one of those mentioned in Part I. of the first schedule*] upon the following terms and conditions, that is to say [*here state any terms and conditions that do not absolutely deprive the tenant of all compensation under the Acts*].

Dated the day of , 19 .

(Signed) A. B.
Landlord of the said holding, *or* E. F., agent for the said A. B., the landlord of the said premises.

To C. D., the tenant of the said holding known as [*follow description in body of instrument*].

No. 2.—Agreement as to Compensation for Improvements in Part I. of the First Schedule.

An Agreement made and entered into the day of , 19 , between A. B. [*landlord or his agent*] of the one part, and C. D. [*the tenant*] of the other part:

Whereas the said C. D., being desirous of executing the following improvements [*or* the improvements specified in the schedule hereto] on the holding known as [*here describe holding*], that is to say, [*specify the proposed improvements as accurately as possible*], has applied to the said A. B., as landlord of the said holding, for his consent to the execution of the said improvements, which the said A. B. has agreed to give upon the terms and conditions hereinafter contained: Now it is hereby agreed and declared by and between the parties hereto, that the said C. D. shall execute the said improvements at a cost not exceeding £ ,

within from the date of these presents, such improvements to be executed to the satisfaction of E. F., the agent of the said A. B., in all respects; on the certificate of the said E. F. that the said improvements have been executed to his satisfaction, the said A. B. hereby agrees that the said C. D. shall be entitled if his tenancy of the said farm shall expire within years from the date of such certificate, to be paid such sum, not exceeding £ , as in the opinion of [*here name selected person or specify by whom the person who is to value the compensation is to be appointed*] represents the value of such improvements to an incoming tenant; but if the said tenancy shall continue beyond years from the date of such certificate, then the said C. D. shall not be entitled to receive any compensation whatever in respect thereof, but the value of the same shall be deemed to be exhausted [*or insert any terms and conditions that the landlord or his agent think fit to impose, provided the tenant receives some return for the improvements*]. In witness, etc.

[*This agreement will require a stamp.*]

No. 3.—Tenant's Notice of Intention to Drain.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, I hereby give you notice that I intend within three months from the date hereof to execute the drainage works on the parcel of land known as [*here describe holding*], which I rent from you [*or* from A. B.] that are mentioned in the schedule to this notice; and further take notice that I intend to do the said drainage in the manner specified in the said schedule, and on the plan annexed to this notice.

Dated the day of , 19

(Signed) C. D.
Tenant of the said [*describe holding as in body of instrument*].

To A. B. [*fill in address*], the landlord of the said holding, *or* to G. H. [*fill in address*], agent for A. B., the landlord of the said holding.

THE SCHEDULE ABOVE REFERRED TO.

[*Describe the parcel of land and the drains proposed to be placed therein, with the size of pipe, distance of the drains apart, depth of drain, fall, etc.*

The plan will show each of the drains, and the directions, outfall and all other necessary details.]

No. 4.—Agreement as to Drainage.

An Agreement made and entered into the day of , 19 , between A. B. of , of the one part, and C. D. of , of the other part: Whereas the said C. D., the tenant of the holding known as [*here describe holding*], has by notice in writing dated the day of , 19 , to the said A. B., the landlord of the said holding, under the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, intimated his intention of executing certain drainage works on the said holding, the particulars of which, and the manner in which the said C. D. proposed to execute the same, are specified in the schedule to the said notice. And whereas the said A. B. has determined to execute the said drainage work at his own cost [*or*, to find the materials for such drainage works, *or as the case may be*] *or*, And whereas the said A. B. and C. D. have agreed that the cost of executing such drainage works shall be borne in the manner hereinafter mentioned: Now these presents witness, and it is hereby agreed and declared by and between the parties hereto:

1. The cost of the said drainage works shall not exceed the sum of £ .

2. Such drainage works shall be executed to the satisfaction of the agent of the said A. B., and upon the completion of the said works to the satisfaction of the said agent, the said C. D. shall be entitled to an annual payment of £ for the next years, providing the tenancy of the said holding shall so long continue.

3. If the said C. D.'s tenancy of the said holding shall cease before the expiration of the said years, then he shall be entitled to receive on the expiration of his tenancy such sum as with the annual payments already received will make up the sum of £ .

4. The sum of £ shall be deemed to be the full amount the said C. D. shall be entitled to receive in respect of compensation for the said drainage works, and no further claim shall be made by the said C. D., his executors, administrators or assigns under the Agricultural Holdings (England) Acts, 1883 to 1900, or under any custom, agreement or otherwise. In witness, etc.

[*The terms in the agreement must be varied to meet the circumstances of each case; if the drainage is not to be done as specified in the notice, it will be well to specify in the agreement how it is to be done. A clause providing that the compensation by the agreement shall be full compensation, and no further claim be made, should be always inserted. The agreement will require a stamp.*]

No. 5.—Withdrawal of Notice by Tenant as to Drainage.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, I hereby give you notice that I withdraw the notice dated the day of , 19 , given by me to you, specifying certain drainage works that I proposed to execute on the holding [*here describe holding*]; and it is not my intention to proceed with the execution of such works.

Dated the day of , 19 .

(Signed) C. D., tenant.

To A. B., the landlord,
or
E. F., agent.

No. 6.—Landlord's Undertaking to Drain.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, I hereby give you notice that I undertake to execute within [*state time*] the necessary drainage works on the holding known as [*here describe holding*] in a reasonable and proper manner; and I hereby require you not to proceed with the works mentioned in your notice to me dated the day of , 19 .

Dated the day of , 19 .

(Signed) A. B., the landlord,
or
E. F., agent.

To C. D., tenant.

No. 7.—Landlord's Notice of Claim for Executing Drainage Works.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, I hereby give you notice that I have, in pursuance of the notice given by you to me dated the day of , 19 , as to drainage works on the holding known as [*here describe holding*], which you hold of me, executed all reasonable and proper drainage works thereon, and that I have expended in the execution of such works the sum of £ ; and I hereby in pursuance of the provisions of the said Acts require you to pay me interest at the rate of £5 per cent. per annum on the said sum of £ from the date of this notice [*or* to pay me, my executors, administrators and assigns the annual sum of £ , being such sum as with interest at the rate of £3 per

cent. per annum will repay me the said sum of £ in years from the date hereof.]

Dated the day of , 19 .

(Signed) A. B., landlord.

To C. D., the tenant.

No. 8.—Agreement Dispensing with Drainage Notice.

(a) [*If in the lease or agreement*—]

And it is hereby agreed and declared that any drainage that it may be found necessary to do upon the said holding shall be paid for in the following way [*here state the terms of payment that may be agreed upon*], and that the said payment shall be in full satisfaction of any claim by the tenant for compensation for drainage under the Agricultural Holdings (England) Acts, 1883 to 1900, and that the tenant, his executors, administrators or assigns shall not be entitled to claim any compensation at the determination of the tenancy on quitting the said holding hereby created in respect of such drainage other than that which is hereinbefore provided.

(b) [*If in a separate agreement*—]

An Agreement made and entered into the day of , 19 , between A. B. of [*the landlord*] of the one part, and C. D. of [*the tenant*] of the other part:

Whereas the said landlord and tenant have agreed that the drainage works specified in the schedule hereto shall be executed on the holding known as [*here describe holding*] of which the said C. D. is tenant to the said A. B.: Now it is hereby agreed and declared by and between the parties hereto that the said drainage works shall be executed, and the cost thereof paid in manner following:—

1. The said works to be completed in in the manner mentioned in the schedule hereto to the satisfaction of the said A. B. or his agent.

2. [*State how the cost is to be borne.*]

3. The tenant hereby agrees that the mode of executing the said drainage works herein mentioned shall be taken by him, his executors, administrators and assigns as fully compensating him or them for any claim for or in respect of the execution of the said works, and that the said tenant, his

executors, administrators and assigns will not at the determination of the said tenancy on quitting the said holding make any claim or demand for compensation in respect of any such drainage works.

In witness, etc. A. B.
C. D.

The SCHEDULE above referred to.

[*This will require a stamp.*]

No. 9.—Special Agreement as to improvements in First Schedule, Part III.

It is hereby agreed and declared by and between landlord [*or agent*] and tenant that in respect to the improvements mentioned in the Third Part of the first schedule to the Agricultural Holdings (England) Acts, 1883 to 1900, the tenant will give to the landlord or his agent one month's notice in writing of his intention to execute on his holding [*here describe holding*] those numbered [*specify improvements*] in the said schedule, and the manner in which he intends to execute the same; and that the cost per acre of any such improvement shall not in any case exceed £ ; and that the said tenant will not execute any of the said improvements on the same field oftener than without the written consent of the landlord or his agent; and that within one month from the execution of such improvements the tenant will furnish to the landlord or his agent an account in writing of the cost thereof, and verify the same to the satisfaction of the landlord or his agent. And it is hereby agreed and declared that the tenant shall be compensated in respect of such improvements in manner following:—The landlord may either pay to the tenant the amount expended by him in respect thereof, and in such case the tenant will pay to the landlord interest at the rate of per cent. per annum on the said amount, such sum to be payable and recoverable as rent, or the said amount shall be considered as spread over years in the case of [*specify boning, claying, liming, or any improvement mentioned in schedule*], and one equal part shall be deducted for each year over which the said amount is so spread. If the tenancy lasts beyond the said time hereinbefore mentioned, then the tenant shall not be entitled to be paid anything in respect of the said improvements on quitting the holding; but if the said tenancy is determined before the said time hereinbefore

mentioned, the said tenant shall be entitled to such part of the amount of the cost of such improvement as represents the proportionate parts for the number of years that have not elapsed since the improvement was made. And with reference to the application of purchased manures and feeding stuffs, it is hereby agreed and declared that the tenant shall not be entitled to any compensation in respect thereof, unless the same are of the quality and description mentioned in the schedule hereto; and further that the tenant will keep, and when required supply to the landlord or his agent, samples of all such manures and feeding stuffs used by him upon the said holding for the last years. And it is further hereby agreed and declared that the tenant will not in any year expend more than tons of artificial manure, at a cost not exceeding £ , on the said holding, and will not consume in any year a greater quantity than tons of feeding stuffs at a cost of £ , on the said holding. And if the tenant shall expend or consume a greater quantity of manure and feeding stuffs, he shall not be entitled to any compensation in respect of such excess at the determination of his tenancy on quitting the said holding. And further that in the last year of his tenancy he will only apply artificial or purchased manures to the crops following, that is to say—
And that the total cost of such manure shall not exceed £ , and will not consume a greater amount of feeding stuffs than the average amount of feeding stuffs consumed by him in the three years before the said last year if the said tenancy has existed for three years, and if not then the average amount consumed during the existence of the said tenancy, and in no case exceeding the value of £ .
And it is hereby expressly agreed and declared that the tenant shall not be entitled to claim compensation for any of the things mentioned in these presents, under any custom of the county, agreement, contract or Act of Parliament, but that the compensation hereby provided shall be substituted for any compensation payable in any other way, and shall be the only compensation to which the tenant shall be entitled on the termination of the tenancy hereby created.

SCHEDULE—[*Specify quality and description of manure.*]
[*If in a separate agreement this will require a stamp.*]

No. 10.—Notice to Quit.

I [*or* As agent for A. B. of I] hereby give you notice to quit, yield and deliver up to me, [*or if tenant*, that I intend to quit and deliver up] on the expiration of your [my] current year's tenancy, at or next after the end of the year which will expire from the service of this notice on you, the possession of all that holding known as [*here describe holding*] which you [I] hold of me [you, *or* of A. B.] as tenant from year to year.

Dated this day of , 19 .

(Signed)
Landlord or his agent, *or* tenant
[*as the case may be*].

To
The tenant *or* landlord
[*as the case may be*].

No. 11.—Agreement that a Year's Notice shall not be necessary.

(a) [If in a lease or agreement—]

And it is hereby agreed and declared that the 33rd section of the Agricultural Holdings (England) Act, 1883, shall not apply to the contract of tenancy hereby created, but that six months' notice [*or as the case may be*] terminating with a year of tenancy by either party shall be sufficient to determine the contract of tenancy hereby created.

(b) [If by a separate instrument—]

It is hereby declared and agreed by and between the undersigned that the 33rd section of the Agricultural Holdings (England) Act, 1883, shall not apply to the contract of tenancy created by an agreement dated the day of , 19 , and now subsisting between us; but that six months' notice in writing [*or as the case may be*] terminating with a year of tenancy shall continue to be sufficient to determine the said contract of tenancy existing between us.

Dated the day of , 19 .

(Signed) A. B., landlord.
C. D., tenant.

[*This will require a stamp.*]

No. 12.—Notice of Intention to remove Fixtures.

I hereby give you notice that, in pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, I intend, at the expiration of one month from the date hereof, to remove the engine, machinery and fixtures [*specify them as minutely as circumstances admit*] erected [*or* affixed *or* acquired, *as the case may be*] by me on my holding.

Dated the day of , 19 .

(Signed) A. B., tenant.

To , landlord.

No. 13.—Notice of Intention to purchase Fixtures.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, I hereby give you notice that I elect to purchase the engines, machinery or fixtures [*specify which*] described in your notice to me, dated the day of , 19 .

(Signed) C. D., landlord.

To , tenant.

No. 14.—Notice to Quit for special Purpose.

Under the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, I [*or* as agent for A. B. of I] hereby give you notice to quit and deliver up to me, on the expiration of the current year of your tenancy, which will expire next after the end of a year [*or, if it has been agreed that a six months' notice will be sufficient*, after the end of six months according to the terms of your agreement] from the time of the service of this notice on you, the possession of that land [*here describe portion of holding*] which you hold of me [*or* of the said A. B.] as tenant from year to year, such possession being required for erecting farm labourers' cottages [*or* for planting trees, *or* for obtaining gravel, *specify the object, one of those mentioned in s.* 41, *supra*, p. 39.]

Dated this day of 19 .

(Signed) , landlord [*or* agent].

To , tenant.

No. 15.—Tenant's Notice to give up the whole Holding.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, I hereby give you notice that, in consequence of your notice of the day of 19 , requiring possession of the [*describe portion of holding as in landlord's notice to quit*] which I hold of you, I shall quit and deliver up to you, at the expiration of my current year's tenancy [*or* at the expiration of six months *if there be an agreement to that effect*] next after the date of your said notice, the whole of the holding known as [*here describe holding*], which I hold from you as tenant from year to year.

Dated this day of 19 .

(Signed) C.D., tenant.

To , landlord.

No. 16.—Requisition for Appraisement of Distrained Goods.

In pursuance of the provisions of the Law of Distress Amendment Act, 1888, I, the undersigned, being the tenant of the holding [*or* being the owner of the goods on the holding] known as [*here describe holding*] upon which you have distrained for rent in arrears, hereby request that such goods and chattels may be appraised according to law before the sale thereof. And I hereby agree to pay the costs and expenses of such appraisement.

Dated this day of 19 .

(Signed) [*by tenant or owner of goods.*]

To the [*bailiff in possession of goods*].

No. 17.—Request to Remove for Sale Distrained Goods.

In pursuance of the provisions of the Law of Distress Amendment Act, 1888, I, the undersigned, being the tenant of the holding known as [*here describe holding*] [*or* being the owner of the goods on the holding, etc.], upon which you have distrained for rent in arrear, hereby request that such goods and chattels may be removed to [*mention the place to which the goods and chattels are to be removed*], and be there sold. And I hereby agree to pay the costs and expenses attending such removal, and any damage to the goods and chattels arising from such removal.

Dated this day of 19 .

(Signed) [*by tenant or owner of the goods.*]

To the [*bailiff in possession of the goods*].

No. 18.—Request for Extension of Time to Replevy Goods.

In pursuance of the provisions of the Law of Distress Amendment Act, 1888, I, the undersigned, being the tenant of [*or* the owner of the goods and chattels, *or as the case may be*] the holding known as [*here describe holding*] which have been distrained by you for rent in arrear, hereby request that the time during which it shall be lawful for me to replevy such goods may be extended to the day of , 19 [*not more than fifteen days from the seizure*]. And I hereby undertake to pay or to give you such security for any additional cost that may be occasioned by the extension of the time for replevying the said goods.

Dated the day of , 19 .

Signed A.B., tenant [*or* owner of goods, *as the case may be*].

To C.D., landlord [*or* other the person levying distress].

No. 19.—Request for Sale notwithstanding Extension of Time.

In pursuance of the provisions of the Law of Distress Amendment Act, 1888, I hereby request that notwithstanding the notice given by me to you, dated the day of , 19 , you proceed forthwith to sell the goods and chattels [*or* part, *naming them*] distrained by you on the holding known as [*here describe holding*] on the day of last, and not to wait till after the day of , before making such sale of the goods and chattels.

Dated the day of 19 .

(Signed) A. B., tenant [*or* owner of goods, *as the case may be*].

To C. D., landlord [*or* other person levying distress].

No. 20.—Consent to Early Sale.

In pursuance of the provisions of the Law of Distress Amendment Act, 1888, I hereby consent that you proceed forthwith to sell the goods and chattels [*or* part, *naming them*] distrained by you on the holding known as [*here describe holding*] on the day of last, and not to wait till after the day of [*day to which time for*

replevy has been extended] before making such sale of the goods and chattels, notwithstanding that the time to replevy has been extended to such date.

Dated the day of 19 .

(Signed) , tenant [*or* owner of goods, *as case may be*].

To , landlord [*or* other person levying distress].

No. 21.—General Certificate of Bailiff.

(*Official.*) [*Date.*]

In the County Court of , holden at .

Pursuant to section seven of the Law of Distress Amendment Act, 1888, I hereby authorize , of , to act as a bailiff to levy distress for rent in England and Wales.

(L.S.) (Signed) , Judge.

No. 22.—Special Certificate of Bailiff.

(*Official.*) [*Date.*]

In the County Court of , holden at .

Pursuant to section seven of the Law of Distress Amendment Act, 1888, I hereby authorize , of , to act as a bailiff to levy distress on the premises of , of , for rent alleged to be due to , of .

(Signed)

(L.S.) Judge [*or* Registrar].

No. 23.—Consent of Landlord for Incoming to Compensate Outgoing Tenant.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, I, X. Y., the landlord of the holding known as [*here describe holding*] do hereby consent to you C. D., the incoming tenant of the said farm, paying to A. B., the outgoing tenant of the said farm, the sum of £ , the compensation payable in pursuance of the provisions of the said Acts to the said A. B. in respect of the improvements executed by him on the said farm. And I hereby agree that you the said C. D. shall be entitled on quitting the said holding to claim compensation in respect of such improvements in like manner, if at all, as the said

A. B. would have been entitled had he remained tenant of the said holding, and quitted the same at the time at which you the said C. D. may quit the same.

Dated the day of , 19 .

(Signed) X. Y., the landlord [*or* agent].

To C. D., the incoming tenant.

No. 24.—Notice of Tenant's Intention to Improve in last year of Tenancy.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, I, the undersigned , being about to quit the holding known as [*here describe holding*], which I now hold of you on the day of next, do hereby give you, as landlord of the said holding, notice that I intend, at the expiration of one month from the date hereof, to begin the following improvements upon the said holding [*set out improvements, some of those in the first schedule*]; and that I shall at the determination of my tenancy on quitting the said holding claim compensation from you in respect of such improvements, unless within one month after the receipt hereof you object to my making such improvements.

Dated the day of , 19 .

(Signed) , tenant.

To , landlord.

No. 25.—Assent of Landlord to Improvement in last year of Tenancy.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, I hereby consent to your making the improvements on the holding you rent of me known as [*describe holding*] and specified by you in your notice dated the day of 19 , notwithstanding you will quit the same on the day of 19 .

Dated the day of , 19 .

(Signed) , landlord [*or* agent].

To , tenant.

No. 26.—Objection by Landlord to Improvement in last year of Tenancy.

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883 to 1900, I hereby give you notice that I object to your making all or any of the improvements on the holding known as [*here describe holding*] which you hold of me, mentioned in your notice of the day of , 19 . And further take notice that I dissent from your executing those or any other improvements upon the said holding during the continuance of your present tenancy.

Dated the day of , 19 .

(Signed) , landlord [*or* agent].

To , the tenant.

No. 27.—Consent of Landlord to Treat Holding as Market Garden.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, I, the undersigned, the landlord [*or, if by agent,* on behalf of the landlord] consent to your treating as a market garden the holding known as [*here describe holding*] that you hold from me [*or if by agent,* from], as yearly tenant [*or* under a lease dated the day of 19].

Dated the day of , 19 .

(Signed) , landlord [*or* agent for the landlord].

To , tenant of the said holding.

Where the holding is let as a market garden, a clause to the above effect should be inserted in the lease.

No. 28.—Agreement to Arbitrate outside the Agricultural Holdings Acts.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, we, the undersigned, the landlord [*or if by agent,* on behalf of , the landlord] and the tenant of the holding known as [*here describe holding*] hereby agree the differences between us as to the amount and time and mode of payment of the compensation claimed by the said tenant in respect of improvements made on the said holding be settled by an arbitration to which the provisions

of the First Schedule of the Arbitration Act, 1889, and the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, shall not apply, but which shall be conducted in accordance with the schedule hereunto annexed.

Dated the day of , 19 .

(Signed) , landlord [*or* agent].

, tenant.

(*This agreement will require a stamp.*)

SCHEDULE.

No. 29.—Tenant's Claim for Compensation.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, I, A. B. [*fill in name and address*], tenant of the holding known as [*here describe holding*] claim from X. Y. of [*fill in address*], the landlord of the said holding at the determination of my tenancy on quitting the said holding compensation in respect of the following improvements [*here set out every possible improvement in respect of which any claim can possibly be made, and the sum claimed for each, and the date when each was done*].

Dated the day of , 19 .

(Signed) A. B.

To X. Y. [*fill in name and address*].

No. 30.—Tenant's Claim for Compensation for Landlord's Breach of Covenant.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, I [*fill in name and address*] tenant of the holding known as [*here describe holding*] hereby give you [*fill in name and address*] the landlord of the said holding, notice that I require the arbitration, to which the differences existing between me and you in respect of my claim for compensation for improvements comprised in the First Schedule to the Agricultural Holdings Act, 1900, is referred, to extend to the determination of the following breaches of contract committed by you, that is to say [*here set out each of the different breaches with the amount of damage claimed in respect of each and the date when each was done*].

Dated the day of , 19 .

(Signed) , tenant.

To , landlord.

No. 31.—Landlord's Claim for Compensation.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, I, X. Y. [*fill in address*], the landlord of the holding known as [*here describe holding*] hereby give you, A. B. of [*fill in address*], the tenant of the said holding, notice that I require the arbitration, to which the differences existing between me the undersigned and you the tenant aforesaid in respect of your claims for compensation for improvements that are comprised in the First Schedule to the Agricultural Holdings Act, 1900, is referred, to extend to the determination of my claim against you in respect of the following acts of waste and breaches of covenants committed by you, that is to say [*here set out each of the different breaches and acts of waste with the amount of damage claimed in respect of each, and the date when each was done*].

Dated the day of , 19 .

(Signed) X. Y.

To A. B., tenant.

No. 32.—Award.

BOARD OF AGRICULTURE AND FISHERIES OFFICIAL FORM A.

Agricultural Holdings (England) Acts, 1883 to 1900.

In the matter of a holding known as [*insert name (if any) and description of holding*], lately in the occupation of A. B. of [*the quitting tenant*].

To all to whom these presents shall come, I, F. G., of , [we, F. G., of , and H. K., of ,] send greeting.

Whereas C. D., the landlord of the above-mentioned holding, and the said A. B., the tenant thereof, have failed to agree as to the amount and time and mode of payment of the compensation to which the said A. B. claims to be entitled in respect of the improvements made on the above-mentioned holding, which are comprised in the First Schedule to this award.

[*Here insert recitals of appointments of Arbitrator, Arbitrators, or Umpire. See Forms B., C., and D.*]

And whereas the said A. B., by written notice to the said C. D., has required that the arbitration shall extend to the determination of certain further claims by the said A. B.

against the said C. D. in respect of the said holding, the short particulars of which claims are set forth in the Second Schedule to this award.

And whereas the said C. D., by written notice to the said A. B., has required that the arbitration shall extend to the determination of certain claims by the said C. D. against the said A. B. in respect of the said holding, the short particulars of which claims are set forth in the Third Schedule to this award.

And whereas the said A. B., *or* C. D. has applied to me [us] to specify the amount awarded in respect of such of the improvements comprised in the First Schedule to this award as are in such schedule marked with an asterisk.

And whereas the time for making my [our] award has been extended by the Board of Agriculture and Fisheries to the day of , 19 ,

or

And whereas we have duly enlarged the time for making our award to the day of , 19 .

Now know ye that I, the said F. G. [we, the said F. G. and H. K.], having taken upon myself [ourselves] the burden of the said reference, and having heard, examined, and considered the witnesses and evidence concerning the said matters so referred to me [us] as aforesaid, do make and publish this my [our] award of and concerning the same in manner following, that is to say:

1. I [We] award and determine that the said A. B. is entitled to receive from the said C. D. the sum of pounds shillings and pence as compensation in respect of the improvements comprised in the First Schedule to this Award, and I [we] do hereby declare that the amounts awarded by me [us] in respect of such of the said improvements as are marked with an asterisk are the amounts set against such improvements in such schedule.

2. I [We] award and determine that the said A. B. is entitled to receive from the said C. D. the sum of pounds shillings and pence in respect of the claims mentioned in the Second Schedule to this Award.

3. I [We] award and determine that the said C. D. is entitled to receive from the said A. B. the sum of pounds shillings and pence in respect of the claims mentioned in the Third Schedule to this Award.

4. I [We] award and determine that the said sum[s] of pounds shillings and pence [and pounds shillings and pence] awarded by me [us] shall, subject to the provisions of the Agricultural

Holdings (England) Acts, 1883 to 1900, be paid by the said C. D. to the said A. B. on the day after the delivery of this Award; and that the said sum of pounds shillings and pence awarded by me [us] shall, subject as aforesaid, be paid by the said A. B. to the said C. D. on the same day.

NOTE.—The date in paragraphs 4 and 5 must not be earlier than one calendar month, nor later than two calendar months, after the delivery of the award.

5. I [We] award and direct that the costs of and incidental to the arbitration and this Award shall be paid by the said A. B. *or* C. D. *or* by the said A. B. and C. D. in the following proportions, namely, part thereof by the said A. B. and part thereof by the said C. D. [*or otherwise as may be directed*], *or* I [We] award and direct that each party shall bear his own costs of and incidental to this arbitration, and shall pay part of my [our] costs of this Award, and that any costs payable by the one party to the other party under or by virtue of this Award shall be so paid on the day after the delivery of this Award.

In witness whereof I [we] have hereunto set my [our] hand[s] this day of , 19 .

Signed by the said F. G. [and H. K.] in the presence of .

F. G.
[H. K.]

THE FIRST SCHEDULE REFERRED TO IN THE ABOVE-WRITTEN AWARD.

(*Here insert each of the improvements comprised in the First Schedule to the Agricultural Holdings Act*, 1900, *in respect of which a claim by the tenant has been referred to arbitration. If either party has required that the amount awarded in respect of any particular improvement shall be specified, the person or persons making the Award will mark such improvement with an asterisk, and place against the improvement the amount awarded in respect thereof.*)

THE SECOND SCHEDULE REFERRED TO IN THE ABOVE-WRITTEN AWARD.

(*Here insert short particulars of any further claim by the tenant to which he has by written notice required that the arbitration shall extend.*)

THE THIRD SCHEDULE REFERRED TO IN THE ABOVE-WRITTEN AWARD.

(*Here insert short particulars of any claim by the landlord to which he has by written notice required that the arbitration shall extend.*)

NOTE.—The Award may be indorsed as follows:

This Award was delivered to A. B. [*or* C. D.] on the day of , 19 .

F. G.
[H. K.]

FORM B.

(*Recital of Appointment of a Single Arbitrator.*)

And whereas by an appointment, dated the day of , 19 , signed by the said A. B. and C. D. [*or* sealed by the Board of Agriculture, *as the case may be*], I, the said F. G., was duly appointed under the Agricultural Holdings (England) Acts, 1883 to 1900, to act as arbitrator for the purpose of settling the said differences, in accordance with the provisions set out in the Second Schedule to the Agricultural Holdings Act, 1900.

FORM C.

(*Recital of Appointment of Two Arbitrators.*)

And whereas by two appointments, dated respectively the day of , 19 , and the day of , 19 , we, the said F. G. and H. K., were duly appointed under the Agricultural Holdings (England) Acts, 1883 to 1900, to act as arbitrators for the purpose of settling the said differences, in accordance with the provisions set out in the Second Schedule to the Agricultural Holdings Act, 1900.

FORM D.

(*Recital of Appointment of Umpire.*)

(After recital of appointment of two arbitrators, M. N. and P. Q.)

And whereas by an appointment dated the day of , 19 , signed by the said M. N. and P. Q. [*or* sealed

by the Board of Agriculture, *as the case may be*], I, the said F. G., was duly appointed under the said Acts to act as umpire in the said arbitration.

[And whereas the said M. N. and P. Q. duly enlarged the time for making their award to the day of , 19 .]

NOTE.—Omit if there has been no such extension.

And whereas the said M. N. and P. Q. have allowed their time to expire without making an award [*or, as the case may be*, have delivered to the said A. B. *or* C. D. *or* to me the said F. G., a notice in writing stating that they cannot agree].

(*Form of certificate of arbitrator as to amount to be charged on holding, No.* 65, *infra*, p. 203.)

(B) AWARD UNDER ARBITRATION ACT, 1889.

To all unto whom these presents shall come I [*fill in names and addresses of arbitrator or umpire*], *or* we [*fill in name and address if made by arbitrators*], send greeting:

Whereas upon the day of , 19 , A. B., of [*fill in address*], being the tenant of a holding known as [*describe holding*], duly gave notice in writing to X. Y., of [*fill in address*], the landlord of the said holding, of his claim for compensation under the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, at the determination of his tenancy, on quitting the said holding in respect of the following improvements executed by him upon the said holding, that is to say [*set out improvements*]. [*In the case of a counterclaim by landlord*] And whereas the said X. Y. duly gave a counter-notice in writing to the said A. B. of his claim for compensation from the said A. B., under the provisions of the said Acts in respect of the following acts of waste and breaches of covenants [*specify acts of waste and breaches of covenant*]. And whereas the said A. B. and X. Y., not being able to agree on the amount and time and mode of compensation to be paid under the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, duly appointed [*here recite appointment of arbitrator or arbitrators or umpire*]. And whereas I [*or* we] have heard the evidence adduced by the said A. B. and X. Y., and what has been respectively alleged on their behalf in support of the said claim and counter-claim: Now I [*or* we] the said , do hereby make and publish my [*or* our] award as follows:

I [*or* we] find the value of the following improvements

executed by the said A. B. to an incoming tenant are the sums following, that is to say [*specify improvements and value*], making a total of £ . I [*or* we] find that the following improvements [*specify improvements*] do not represent any value to the incoming tenant, and all claims by the said A. B. in respect thereof are accordingly disallowed [*or insert any other ground, as that* for this improvement the landlord's consent in writing was not obtained]. I [*or* we] further find and determine that the said A. B. in the year 18 [*specify acts of waste*], and I [*or* we] award £ as the damages in respect thereof. I [*or* we] find that the said A. B. is liable to keep the buildings, gates and fences on the said holding in repair, and that he has neglected to repair the same, and that the cost of putting the buildings in tenantable repair will be £ , and of the gates, £ , and of the fences, £ , making a total of £ . I [*or* we] disallow the claim of the said X. Y. in respect of all the other items mentioned in the counter-notice of the day of , 19 , and find that no liability exists on the part of the said A. B. in respect thereof. I [*or* we] further find and award that the said A. B. was, in consideration of his doing the acts following, that is to say [*set out acts*] allowed by the landlord in the year 19 the sum of £ , and that the same should be deducted from the compensation due to the said A. B. I [*or* we] find that there is due to the said X. Y. £ in respect of rent, and that the sum of £ for rates due up to the determination of the tenancy remains unpaid. I [*or* we] further find and award that there is due to the said A. B., as compensation for the breach of an agreement by the said X. Y. [*set out breach*], the sum of £ . I [*or* we] further find and award that the total compensation due to the said A. B. is the sum of £ , and the said sum of £ , making the sum of £ ; that from that sum has to be deducted the sum of £ due to the said X. Y. in respect of acts of waste, breaches of covenants and agreements committed by the said A. B., £ in respect of rent due from the said A. B., and £ in respect of rates, making a total of £ . And I [*or* we] award and determine that the balance of £ , after such deduction as aforesaid, is the compensation payable to the said A. B.

And I [*or* we] further find and award that the costs of the referees and myself, of and incident to this arbitration, amounting to the sum of £ , shall be paid by the said A. B. and X. Y. in equal shares, and that the said X. Y. shall pay to the said A. B. his costs of and incident to this arbitration [*or otherwise as the arbitrator may direct*].

And I [*or* we] further find and award that the said X. Y. shall pay to the said A. B. the said sum of £ on the day of , 19 .

In witness whereof I [*or* we] have set my hand and seal [*or* our hands and seals] this day of , 19 .

(Signed) (L.S.)

[The alterations in this form to suit an award under the Allotments and Cottage Gardens Compensation for Crops Act, 1887, can easily be made].

[*The award must be properly stamped.*]

No. 33.—Agreement for two Arbitrators.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900 [*or* of the Arbitration Act, 1889, *or as the case may be*], we the undersigned , landlord, and , tenant, do hereby agree that the differences between us as to the amount, time, and mode of payment of the compensation claimed by the said tenant in respect of improvements made by him on the holding known as [*describe holding*] be settled by two arbitrators.

Dated the day of 19 .

(Signed) , landlord.

, tenant.

[*This agreement should be stamped.*]

No. 34.—Agreement adopting Arbitration Act, 1889.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, we the undersigned , the landlord of the holding known as [*here describe holding*], and , tenant of the said holding, do hereby agree that any difference as to the amount and time and mode of payment of compensation to which the said [*tenant*] may claim to be entitled in respect of improvements made on the above-mentioned holding that are comprised in the First Schedule to the Agricultural Holdings Act, 1900, under the Agricultural Holdings (England) Acts, 1883 to 1900 [*or, as the case may be,* the custom of the country, agreement, or otherwise] shall be settled by arbitration to be conducted in accordance with the Arbitration Act, 1889.

Dated the day of 19 .

(Signed) , landlord.

, tenant.

[*This agreement, if separate from the lease, will require a stamp.*]

No. 35.—Application for Land Charge.

(A) BY LANDLORD.

Agricultural Holdings (England), Acts, 1883 to 1900.

To the Board of Agriculture and Fisheries.

In the matter of the holding [*insert name, if any, and description of holding*] lately in the occupation of [*insert name and description of quitting tenant*].

Whereas I [*insert name and description*] as landlord of the holding [*insert name and description of holding*] have paid to [*insert name and description of tenant*] tenant [*or* late tenant, *as the case may be*] of the said holding the sum of £ , the amount due to him in respect of compensation under the Agricultural Holdings (England) Acts, 1883 to 1900 [*or* in respect of compensation authorised by the Agricultural Holdings (England) Acts, 1883 to 1900, to be substituted for compensation under those Acts, *or* in respect of compensation claimed under custom *or* under agreement, *or* whereas after notice given me by the said tenant of his intention to drain the said holding (*or* part of the said holding) I have expended the sum of £ for drainage *as the case may be*].

And whereas I am [*here state estate and interest in the holding as* owner in fee simple absolute, fee tail, tenant for life or for years, mortgagee in possession, trustee, *or as the case may be*].

And whereas I have given notice of the within application to all persons interested or claiming to be interested in the said holding, whose names and the nature of the interests claimed appear in the schedule hereunto annexed.

And whereas the said amount so paid was paid under an award [*or* an agreement *as the case may be*] dated the day of , 19 , as more fully appears by the said award annexed hereto [*or* agreement *as the case may be, or* a certified copy whereof is annexed hereto].

And [*where a certificate was made at the request of the party entitled to obtain the charge*] whereas the arbitrator [*or* arbitrators *or* umpire *as the case may be*] certified that the said sum of £ should be charged on the said holding for the term of years as more fully appears by the said certificate annexed hereto.

Now I, the said [*insert name of landlord as above*] under and by virtue of the powers conferred upon me by the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, do hereby apply to the Board of Agriculture and Fisheries for a charge on the said holding [*or* part of

the said holding, *describe part desired to be charged*] to the amount of £ so paid [*or* expended] and for repayment to me, my executors, administrators and assigns of the said sum so paid [*or* expended] with such interest, and by such instalments and with such directions for giving effect to the said charge as may be fit and necessary.

Dated this day of , 19 .

(Signed) , landlord.

SCHEDULE.

Name of interested person. Nature of interest.

[*Form of Notice to Interested Persons, No.* 64, *infra*, p. 202.]

[*Form of Certificate of Person or Persons making Award, No.* 65, *infra*, p. 203.]

(B) BY TENANT.

[*Heading as in Form* (A).]

Whereas I [*insert name and description*] as the tenant lately in the occupation of the holding [*insert name, if any, and description of holding*] am entitled to receive compensation under the Agricultural Holdings (England) Acts, 1883 to 1900 [*or* under custom *or* agreement] to the amount of £ , in respect of improvements.

And whereas the said sum is due to me from , the landlord, a person entitled to receive the rents and profits of the said holding as trustee [*or* in a character otherwise than for his own benefit].

And whereas I quitted the said holding on the day of , 19 .

And whereas the said amount so payable is due under an award [*or* agreement, *as the case may be*] dated the day of , 19 , as more fully appears by the said award [*or* agreement, *as the case may be*] annexed hereto [*or* a certified copy whereof is annexed hereto].

And [*where a certificate was made at the request of the tenant*] whereas the arbitrators [*or* arbitrators *or* umpire, *as the case may be*] certified that the said sum of £ should be charged on the said holding for the term of years as more fully appears by the said certificate annexed hereto.

And whereas the period of one month has elapsed since I quitted the said holding and the said sum of £ has not been paid to me by or on behalf of the said landlord.

Now I the said [*name and description as above*] under and by virtue of the powers conferred upon me by the Agricultural Holdings (England) Acts, 1883 to 1900, hereby

apply to the Board of Agriculture and Fisheries for a charge upon the said holding in favour of myself, my executors, administrators and assigns to the amount of the said sum of £ so due to me and of the costs properly incurred by me in obtaining the said charge [*or* in raising the said amount, *as the case may be*].

Dated this day of , 19 .

(Signed) , tenant.

No. 36.—Statutory Declaration on applying for Land Charge.

The Agricultural Holdings (England) Acts, 1883 to 1900, and the Statutory Declarations Act, 1835.

In the matter of the holding [*describe holding*] late [*or* now] in the occupation of [*name and description*], tenant.

I [*name and description*], do solemnly and sincerely declare to the best of my knowledge, information and belief, as follows:

That [*here insert material facts as in application No.* 35].

That the means of my knowledge, information and belief are as follows (that is to say): [*fill in means of knowledge*].

And I make this solemn declaration conscientiously believing the same to be true by virtue, etc.

No. 37.—Joint Appointment by Landlord and Tenant of Arbitrator.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, we, the undersigned X. Y., of [*fill in address*], the landlord of the holding known as [*here describe holding*], and A. B., of [*fill in address*], tenant of the said holding, do hereby jointly appoint C. D., of [*fill in address*], to be arbitrator to settle the amount, mode and time of payment of the compensation to be paid by the said X. Y. on the quitting the said holding at the determination of the tenancy of the said A. B.

Dated the day of , 19 .

(Signed) X. Y.
A. B.

No. 38.—Application for Appointment by Board of Agriculture and Fisheries of a single Arbitrator.

BOARD OF AGRICULTURE AND FISHERIES OFFICIAL FORM E.

Agricultural Holdings (England) Acts, 1883 to 1900.

To the Board of Agriculture and Fisheries.

In the matter of the holding known as [*insert name (if any) and description of holding*], lately in the occupation of A. B., of [*the quitting tenant*].

Whereas the said A. B. claims to be entitled to compensation in respect of certain improvements made on the above-mentioned holding.

And whereas C. D., of , the landlord of the said holding, and the said A. B., have failed to agree as to the amount and time and mode of payment of such compensation, and as to the person to act as arbitrator for the purpose of settling the differences that have so arisen.

And whereas there is not any provision in any agreement between the said A. B. and C. D. relating to the appointment of such arbitrator, and such arbitrator may accordingly be appointed by the Board of Agriculture and Fisheries on the application in writing of either of the parties.

Now I, the said A. B. [*or* C. D.], do hereby apply to the Board of Agriculture and Fisheries for the appointment by them of an arbitrator for the purpose of settling the said differences.

[*Signature of A. B. or C. D., or his duly authorised agent.*]

[*Delay in making the appointment will be avoided if the application is signed by or on behalf of both parties.*]

No. 39.—Appointment of Arbitrator in the place of one who has died or become incapable or refused to act.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, I, the undersigned X. Y., of [*fill in address*], the landlord of the holding known as [*here describe holding*], and I, the undersigned A. B., of [*fill in address*], the tenant of the said holding, hereby appoint E. F., of [*fill in address*], as arbitrator in the arbitration now depending between A. B. and X. Y. under the said Acts in the place of C. D., of [*fill in address*], deceased [*or* who has refused to act, *or* who has become

incapable to act, *or* who has neglected to act for seven days after a notice requiring him to act was duly served upon him].

Dated the day of , 19 .

(Signed) X. Y. landlord [*or* A. B., tenant, *as the case may be*].

No. 40.—Consent to Revocation.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, I, the undersigned , of [*fill in address*], hereby consent that the appointment of as arbitrator in the matter of an arbitration now depending between me and , of [*fill in address*], under the provisions of the said Acts be revoked by the said .

Dated the day of , 19 .

(Signed) , landlord [*or* tenant].

No. 41.—Revocation of Appointment of Arbitrator.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, I, the undersigned X. Y., of [*fill in address*], having appointed H. to act as arbitrator in the matter of an arbitration now depending between me and A. B., of [*fill in address*], under the provisions of the said Acts, do hereby, with the consent of the said A. B., testified by his signing these presents, revoke and make void the appointment of the said H. as arbitrator on my behalf in the matter of the said arbitration.

Dated the day of , 19 .

(Signed) , landlord.
, tenant.

No. 42.—General Heading of Notices, etc.

The Agricultural Holdings (England) Acts, 1883 to 1900.

In the matter of the holding [*describe holding*] late [*or* now] in the occupation of [*name and description*], tenant.

No. 43.—Notice to Arbitrator to act.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, you, having been appointed an arbitrator in an arbitration under the said Acts now depending between X. Y. and A. B., I, the said [*state name of party*], hereby require you to act in the said reference within seven days after service of this notice upon you, otherwise the said [*the party who appointed the arbitrator*] will, under the provisions of the said Acts, proceed to appoint another arbitrator.

Dated the day of , 19 .

(Signed) [*By one of the parties, landlord or tenant.*]

To [*name and address of arbitrator*].

No. 44.—Notice of Appointment of Arbitrator.

I, the undersigned X. Y., of [*fill in address*], the landlord [*or* A. B., of [*fill in address*] the tenant], of the holding known as [*here describe holding*], hereby give you notice that in pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, C. D. [*fill in name and address*] has been appointed arbitrator on my behalf in the arbitration now depending under the said Acts between me, the said X. Y. and A. B.

Dated the day of , 19 .

(Signed) [*By landlord or tenant, as the case may be.*]

To the [*landlord or tenant, as the case may be*].

No. 45.—(a) Notice by one Party to the other to appoint an Arbitrator.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, I, X. Y., of [*fill in address*], the landlord of [*or* I, A. B., of [*fill in address*], the tenant of], the holding known as [*here describe holding*], do hereby give you notice that unless within fourteen days from the date of the service of this notice upon you, you appoint some fit and proper person to act as arbitrator in your behalf in this arbitration under the provisions of the said Acts now depending between you, the said A. B., and me, the said X. Y. [*or as the case may be*], I shall apply to the

Board of Agriculture and Fisheries for its appointment within fourteen days from my said application of a competent and impartial person to be arbitrator on your behalf in the said arbitration.

Dated the day of , 19 .

(Signed) [*Landlord or tenant, as the case may be.*]

To [*landlord or tenant, as the case may be*].

(b) Application for Appointment by Board of Agriculture and Fisheries of Arbitrator for party failing to appoint.

BOARD OF AGRICULTURE AND FISHERIES OFFICIAL FORM F.

Agricultural Holdings (England) Acts, 1883 to 1900.

To the Board of Agriculture and Fisheries.

In the matter of the holding known as [*insert name (if any) and description of holding*], lately in the occupation of A. B., of [*the quitting tenant*].

Whereas the said A. B. claims to be entitled to compensation in respect of certain improvements made on the above-mentioned holding.

And whereas C. D., of , the landlord of the said holding, and the said A. B., have failed to agree as to the amount and time and mode of payment of such compensation.

And whereas by writing, dated the , the said parties agreed, in effect, that the differences which have so arisen should be settled by two arbitrators or an umpire.

And whereas the said A. B. [*or* C. D.] has, for fourteen days after notice by the said C. D. [*or* A. B.] to him to appoint an arbitrator, failed to do so.

And whereas there is not any provision in any agreement between the said A. B. and C. D. relating to the appointment of an arbitrator for or on behalf of the said A. B. [*or* C. D.], in case of such default as aforesaid, and such arbitrator may accordingly be appointed by the Board of Agriculture and Fisheries.

Now I, the said A. B. [*or* C. D.] do hereby apply to the Board of Agriculture and Fisheries for the appointment by them of an arbitrator for or on behalf of the said C. D. [*or* A. B.].

[*Signature of A. B. or C. D., or his duly authorised agent.*]

No. 46.—(a) Appointment of Umpire.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, we, the undersigned, having been duly appointed to act as arbitrators in an arbitration under the provisions of the said Act now depending between X. Y. and A. B., do hereby appoint [*fill in name and address*] to act as the umpire between us in the matter of the said arbitration.

Dated the day of , 19 .
(Signed) C. D., landlord's arbitrator.
E. F., tenant's arbitrator.

(b) Appointment of Umpire in place of One Dying or becoming incapable to act.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, we, the undersigned, having been duly appointed to act as arbitrators in an arbitration now depending between X. Y. and A. B. under the said Act, and having by an instrument in writing dated the day of , 19 , duly appointed K. to act as umpire between us in the said arbitration, and the said K. having died [*or* become incapable of acting] before the award in the said arbitration has been made, we do therefore hereby appoint L. [*fill in name and address*] to be the umpire between us in the matter of the said arbitration in the place of the said K. deceased [*or* who has become incapable to act, *as the case may be*].

Dated the day of , 19 .
(Signed) C. D., landlord's arbitrator.
E. F., tenant's arbitrator.

No. 47.—Request by either Party to the Arbitrators to appoint an Umpire.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, we [*or* I, X. Y., of [*fill in address*], the landlord, *or* I, A. B., of [*fill in address*], the tenant, of the holding known as [*here describe holding*]], hereby require you, who have been duly appointed arbitrators in the matter of the arbitration now depending between us, the said X. Y. and A. B. [*or* between me, the said (*as the case may be*), and the said (*as the case may be*)], within

seven days from the service of this notice upon you to appoint some fit and proper person to act as umpire between you in the matter of the said arbitration [*if so*, in the place of K. who has died since his appointment of umpire, *or* who has become incapable of acting since his appointment as umpire in the said reference]; and further take notice that we [*or* I, *as the case may be*], upon you failing to make such appointment within the said seven days, will apply to the Board of Agriculture and Fisheries for the appointment of some competent and impartial person to act as umpire in the matter of the said arbitration.

Dated the day of , 19 .

(Signed) [*By the landlord or tenant or both, as the case may be.*]

No. 48.—Application for Appointment by Board of Agriculture and Fisheries of Umpire.

OFFICIAL FORM G.

Agricultural Holdings (England) Acts, 1883 to 1900.

To the Board of Agriculture and Fisheries.

In the matter of the holding known as [*insert name (if any) and description of holding*], lately in the occupation of A. B., of [*the quitting tenant*].

Whereas the said A. B. claims to be entitled to compensation in respect of certain improvements made on the above-mentioned holding.

And whereas C. D., of , the landlord of the said holding, and the said A. B. have failed to agree as to the amount and time and mode of payment of such compensation.

And whereas by writing dated the , the said parties agreed in effect that the differences which have so arisen should be settled by two arbitrators or an umpire.

And whereas M. N., of , and P. Q., of , having been duly appointed to be the arbitrators for the purpose of settling the said differences, have for seven days after a request in writing in that behalf by the said A. B. [*or* C. D.] failed to appoint an umpire.

And whereas there is not any provision in any agreement between the said A. B. and C. D. relating to the appointment of an umpire in case of such default as aforesaid, and such umpire may accordingly be appointed by the Board of Agriculture and Fisheries.

Now I, the said A. B. [*or* C. D.], do hereby apply to the Board of Agriculture and Fisheries for the appointment by them of an umpire for the purpose of such arbitration.

[*Signature of A. B. or C. D., or his duly authorised agent.*]

NOTE.—Delay in making the appointment will be avoided if the application is signed by or on behalf of both parties.

No. 49.—Enlargement of Time for Award by Arbitrators.

We, E. F. and G. H., the referees duly appointed in the matter of the above reference, do hereby jointly agree that the time for making our award in the matter of the above arbitration be extended from the day of , 19 , to the day of , 19 [*this must not be more than forty-nine days from the appointment of the last of the arbitrators*].

Dated the day of , 19 .

(Signed) E. F.
G. H.

Witness,
L. M.

[*This must be executed within the original twenty-eight days, else it will be invalid.*]

No. 50.—Notice that Umpire must Proceed with Arbitration.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, we, and [*names and descriptions*] the persons appointed to act as arbitrators in a reference now depending between and [*names and descriptions*], having failed to make an award [*or* to agree, *as the case may be*], hereby give you [*name and description*] the parties [*or* umpire] notice that the matters referred to us must be settled by the person appointed to act as umpire between us in the matter of the said arbitration.

Dated day of , 19 .

(Signed) , arbitrator.
, arbitrator.

To , landlord,
, tenant,
or
, umpire.

No. 51.—Application to Board of Agriculture and Fisheries for Extension of Time for Award.

OFFICIAL FORM H.

Agricultural Holdings (England) Act, 1883 to 1900.

To the Board of Agriculture and Fisheries.

In the matter of an arbitration under the above-mentioned Acts between A. B., of [*the quitting tenant*], and C. D., of [*the landlord*], relating to the holding known as [*insert name (if any) and description of holding*] lately in the occupation of the said A. B.

Whereas the time for making the award in the said arbitration expire [*or* expired] on the day of , 19 .

Now I, the undersigned, do hereby apply to the Board of Agriculture and Fisheries to extend the time for making the said award to the day of , 19 .

[*This may be signed by an arbitrator, or by an umpire, where the matter is referred to him, or in any case by either party to the arbitration or his duly authorised agent.*]

No. 52.—Landlord's Consent to Improvement under Allotments and Cottage Gardens Compensation for Crops Act, 1887.

In pursuance of the provisions of the Allotments and Cottage Gardens Compensation for Crops Act, 1887, I hereby consent to your planting on the holding you hold from me the following [*here specify precisely the fruit trees or fruit bushes to be planted*] [*or* consent to your executing on the holding you hold from me the following improvements [*specify precisely the improvements, one of those mentioned in s. 5 (a, c) of 50 & 51 Vict. c. 26, ante*, p. 88].

Dated the day of , 19 .

(Signed) , landlord.

To , tenant of the said holding.

No. 53.—Joint Appointment of Arbitrator under Allotments and Cottage Gardens Compensation for Crops Act, 1887.

In pursuance of the provisions of the Allotments and Cottage Gardens Compensation for Crops Act, 1887, we, the undersigned , of [*address*], the landlord of the holding [*description*], and , of [*description*], the tenant of the said holding, do hereby jointly appoint , of [*address*] to act as arbitrator to settle the amount and time of payment of the compensation to be paid to the said [*tenant*], by the landlord upon the determination of his tenancy under the Allotments and Cottage Gardens Compensation for Crops Act, 1887.

Dated the day of , 19 .

(Signed) , landlord.

, tenant.

No. 54.—Application to Justices.

In pursuance of the provisions of the Allotments and Cottage Gardens Compensation for Crops Act, 1887, I, , the landlord and , the tenant [*or either of them*] of the holding [*describe holding*], do hereby apply to the justices of the petty sessional division of the county for the appointment by them of an arbitrator for the purpose of settling the differences between us as to the amount and time of payment of compensation to be paid to the said [*tenant*] upon the determination of his tenancy under the Allotments and Cottage Gardens Compensation for Crops Act, 1887.

Dated the day of , 19 .

(Signed) , landlord.

, tenant.

To the justices of the peace for the petty sessional division of the county of [*or* their clerk].

No. 55.—Appointment by Justices.

In pursuance of the provisions of the Allotments and Cottage Gardens Compensation for Crops Act, 1887, , of [*name and address*], landlord of the holding [*describe holding*], and , of , tenant of the said holding [*or one of them as the case may be*], having applied to us to

appoint an arbitrator to settle the differences between them as to the amount, time of payment of the compensation to be paid to the said [*tenant*] on the determination of his tenancy under the Allotments and Cottage Gardens Compensation for Crops Act, 1887. Now, therefore, we, being two justices of the peace sitting in petty sessions for the petty sessional division of the county of in which division the said holding is situated, hereby appoint of [*name and description*] to act as arbitrator in the matter of the said reference.

Dated the day of , 19 .

(Signed) A.B. } justices.
C.D. }

No. 56.—Consent of Arbitrators to act without Remuneration.

In pursuance of the provisions of the Allotments and Cottage Gardens Compensation for Crops Act, 1887, I, the undersigned, having been appointed arbitrator to settle the differences between , of [*name and description*], landlord and , of [*name and description*], tenant of the holding [*describe holding*], as to the amount and time of payment of the compensation to be paid to the said tenant upon the determination of his tenancy, do hereby consent to act as such arbitrator without any remuneration.

Dated the day of , 19 .

(Signed) , arbitrator.

No. 57.—Notice of proceeding with Arbitration.

In pursuance of the provisions of the Allotments and Cottage Gardens Compensation for Crops Act, 1887, I, the undersigned , of , the arbitrator duly appointed in an arbitration now depending between , of , landlord, and , of , tenant [*fill in addresses*] under the provisions of the said Act, do hereby give you notice that I have fixed the day of at the hour

of , at the [*fill in place*] as the time and place at which I shall proceed with such arbitration, and I further give you notice that if you do not attend at the time and place aforesaid in pursuance of the provisions of the said Act, I shall proceed with the said arbitration in your absence.

Dated this day of 19 .

(Signed) , arbitrator.

To the landlord [*or* tenant, *as the case may be*].

[*A copy of the notice should be sent a reasonable time beforehand by the arbitrator to each party.*]

No. 58.—Application for Appointment or Change of Guardian.

Agricultural Holdings (England) Acts, 1883 to 1900.

In the County Court of holden at .

In the matter of the Agricultural Holdings (England) Acts, 1883 to 1900,

and

In the matter of an Arbitration between

A. B., of , Landlord,

and

C. D., Tenant.

Take notice, that I intend to apply to the judge at , on the day of , at the hour of in the noon for an order appointing , of , or some other proper person, guardian *ad litem* of the said who is an infant [*or* a person of unsound mind not so found by inquisition].

And further take notice that an affidavit of filed this day (a copy of which accompanies this notice) will be read in support of this application.

Dated this day of 19 .

(Signed) A. B. [*or* C. D.] [*or* their solicitors].

To , landlord [*or* tenant].

No. 59.—Affidavit.

I, , of , make oath and say as follows :

(1) The notice of claim in this matter was served on the day of .

(2) The landlord [*or* tenant, *as the case may be*] is an infant [*or* a person of unsound mind not so found by inquisition].

(3) of is a fit and proper person to act as guardian of the above-named , and has no interest in the matters in question in this arbitration adverse to that of the said , and the consent of the said to act as such guardian is hereto annexed, and marked A.

Sworn, etc.

No. 60.—Form of Consent to act as Guardian.

I, of , consent to act as guardian *ad litem* of , an infant [*or* a person of unsound mind not so found by inquisition], the landlord [*or* tenant, *as the case may be*] in the above arbitration.

(Signed) , guardian.

No. 61.—Application for Order directing Statement of Case.

OFFICIAL FORM 415.

The Agricultural Holdings (England) Acts, 1883 to 1900.

In the County Court of holden at .

[*Reference number* .]

In the matter of the Agricultural Holdings (England) Acts, 1883 to 1900,

and

In the matter of an Arbitration between

A. B,
of, etc., Tenant,

and

C. D.,
of, etc., Landlord.

Take notice that application will be made to the judge at on the day of 19 , at the hour of o'clock in the noon, on behalf of the above-named , for an order directing Mr. , the arbitrator appointed in the above-mentioned arbitration, to

state in the form of a special case for the opinion of the court the following questions of law which have arisen in the course of the arbitration, viz.,

[*State the questions of law.*]

And further take notice that an affidavit of filed on the day of 19 [*in the notice served on any party substitute for these words*, a copy whereof is served herewith] will be read in support of this application.

Dated this day of 19 .

(Signed) ,
Applicant,
[*or* Applicant's Solicitor].

To the Registrar of the Court
and to [*the other parties to the arbitration and the arbitrator, naming them*].

No. 62.—Application for Removal of Arbitrator, or to set aside Award.

OFFICIAL FORM 418.

The Agricultural Holdings (England) Acts, 1883 to 1900.

In the County Court of , holden at .
No. of plaint .

In the matter of the Agricultural Holdings (England) Acts, 1883 to 1900,
and
In the matter of an Arbitration between

A. B.,
of, etc., Tenant,

and

C. D.,
of, etc., Landlord.

Application is hereby made on behalf of the above-named

(1) for the removal of Mr. , the arbitrator appointed in the above-mentioned arbitration, on the ground of his misconduct.

Particulars are hereto appended [*or* annexed].

[*or* (2) to set aside the award made by Mr. , the arbitrator appointed in the above-mentioned arbitration on the day of , on the ground of the misconduct of the said Mr. [*or* on the ground that the said arbitration [*or* award] was improperly procured].]

Particulars are hereto appended [*or* annexed].

An affidavit of in support of the application is filed herewith.

Application is hereby made to the court to fix a day for the hearing of the said application.

The names and addresses of the applicant and his solicitor are :

Of the applicant .

Of his solicitor .

The names and addresses of the respondents to be served with this application are .

Dated this day of , 19 .

(Signed) ,
Applicant
[*or* Applicant's Solicitor].

No. 63.—Application for Order for Recovery of Money awarded to be Paid.

OFFICIAL FORM 421.

The Agricultural Holdings (England) Acts, 1883 to 1900.

The Allotments and Cottage Gardens Compensation for Crops Act, 1887.

In the County Court of , holden at .
[*Reference number* .]

In the matter of the Agricultural Holdings (England) Acts, 1883 to 1900 [*or* In the matter of the Allotments and Cottage Gardens Compensation for Crops Act, 1887]

and

In the matter of an Arbitration between

A. B.,
of, etc., Tenant,

and

C. D.,
of, etc., Landlord.

Take notice that application will be made to the judge at on the day of 19 , at the hour of in the noon, on behalf of the above-named A. B. for an order that the sum of £ , being the total amount [*or* the balance of the total amount] of (1) a sum of £ which by an award made in the above-mentioned matter on the day of 19 , was awarded to be paid by the above-named C. D. to the above-named A. B. , and of (2) a further sum of

£ for costs which by the said award were awarded to be paid by the said C. D. to the said A. B. , and which costs were subsequently agreed upon [*or* allowed on taxation] at the sum of £ , and which said first-mentioned sum of £ remains unpaid, shall be recoverable as money ordered by the court under its ordinary jurisdiction to be paid is recoverable:

And further take notice that an affidavit of filed herewith [*in the notice to be served on the opposite party, substitute for the words* a copy whereof is served herewith] will be read in support of the application.

Dated this day of 19 .

(Signed) ,
Applicant
[*or* Applicant's Solicitor].

To the Registrar of the Court
and to [*naming the party against whom the application is made*].

No. 64.—Notice to Interested Persons.

Agricultural Holdings (England) Acts, 1883 to 1900.

In the matter of an Arbitration between
of [*description*] Tenant,
and
of [*description*] Landlord,
and

In the matter of the holding [*insert name, if any, and description of holding*] lately in the occupation of [*name and description*], tenant.

Take notice that I have this day applied to the Board of Agriculture and Fisheries for a charge upon the holding [*name, if any, and description of holding*] to the amount of £ paid [*or* expended *or* payable] by me [*or where a tenant applies*, due to me] for improvements upon the said holding. A copy of the application is hereunto annexed and is to be taken as part hereof.

Dated this day of 19 .

(Signed) ,
Landlord [*or* Tenant].

To [*naming the person interested or claiming to be interested*].

No. 65.—Certificate of Person or Persons making Award.

Agricultural Holdings (England) Acts, 1883 to 1900.

In the matter of an Arbitration between
of [*description*] Tenant,
and
of [*description*] Landlord.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900,

I [*or* we], the arbitrator [*or* umpire *or* arbitrators, *as the case may be*] making the award herein do hereby at the request and cost of [*name and description*], who is entitled to obtain a charge upon the holding [*name, if any, and description of holding*], certify that the sum of £ is to be charged on the said holding, and that the charge should properly be made for the term of years for reasons that the improvement [*or* improvements] for which compensation is awarded in the said award will be then exhausted.

Dated this day of 19 .

(Signed) ,
Arbitrator
[*or* Arbitrators *or* Umpire].

No. 66.—Notice to Produce Documents before Arbitrator.

In pursuance of the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900, you are hereby required to produce and show on the day of , 19 , at [*fill in place*], at the hour of [*fill in time*], before me, the arbitrator duly appointed in the matter of a certain reference between X. Y., of [*fill in address*], and A. B , of [*fill in address*], all books, papers, vouchers, documents and samples in your custody, power or control, relating to any of the matters in question in the said reference, and more particularly to produce the documents, samples, and things mentioned in the schedule hereto.

Dated the day of , 19 .

(Signed) [*By arbitrator, arbitrators, or umpire, as the case may be.*]

To [*landlord or tenant or other person, as the case may be*].

SCHEDULE.

No. 67.—Clause to Exclude Compensation by Custom.

Provided also and it is hereby further agreed and declared that upon the expiration or determination of the term hereby granted the said lessee shall not be entitled to any payment, allowance, compensation or right of any nature or kind soever and whether founded upon the custom of the district in which the said premises hereby demised are situated or otherwise except only such payments, allowances, compensations or rights as are hereinbefore expressly defined and to which the said lessee may be entitled under these presents.

[*This clause can be inserted in any agreement or lease.*]

No. 68.—General Agreement.

An agreement made this day of 19 between (by his authorised agents,) of the one part, and of of the other part.

The said (who, with his heirs and assigns is hereinafter called the landlord) agrees to let, and the said (who, with his executors, administrators, and assigns, is hereinafter called the tenant) agrees to take the dwelling-house, farm, or other buildings and appurtenances, and the several closes of land to be held therewith, known as and being more particularly described in the schedule hereto, on the following terms and conditions, namely:

1. The tenancy to be from , commencing both as to buildings and land on the , and terminable at the end of the or any subsequent year by notice given by either party.

2. The yearly rent to be pounds, and to be due (and paid if required) in advance, on in each current year during the continuance of the tenancy. An additional rent—by way of penalty—to be due and payable at the rate of per acre per annum for every acre of land specially reserved for permanent pasture or meadow, which shall, without the consent in writing of the landlord or his agents, be broken up for .

3. The tenant to pay all rates and taxes, whether parliamentary or parochial, excepting landlord's property tax, and to repay to the landlord all tithe rent charges which from time to time are chargeable on the holding.

4. The tenant throughout the tenancy to reside upon and not to assign, sublet, or part with the possession of any part of the premises, nor take in horses or other stock for ley or agistment without the written consent of the landlord or his agents.

5. The tenant to keep in fair reasonable, tenantable repair and condition during the tenancy, and so leave at the end thereof, the house and buildings (except , which are repairable by the landlord), gates, fences, water-courses, culverts, drains, wells, roads, and bridges belonging to the farm, now existing, or hereafter constructed, all timber and stone in the rough, bricks, slates (but not thatch), and draining tiles or pipes for such repairs and maintenance being found by the landlord. All new buildings which the landlord may consider to be necessary for the proper occupation of the farm to be erected by him unless it is mutually agreed that the tenant may construct them under the provisions of the Agricultural Holdings (England) Acts, 1883 to 1900. The tenant to cart all materials required for repairs, and for the erection of any additional new buildings free of charge.

6. The fields or closes numbered in the schedule hereto, to be kept during the tenancy and so left at the end thereof, in permanent pasture (unless by written consent to the contrary of the landlord or his agents), and the fields numbered to be kept during the tenancy and so left at the end thereof, in permanent meadow, and to be mown for hay , and all lands so mown to be properly manured from time to time, and particularly during the last year of the tenancy, and not to be grazed with stock after in such last year of tenancy. The tenant shall not break up nor convert into tillage any meadow or pasture land without the landlord's written consent, and if he shall do so he shall during the remainder of the tenancy pay the additional yearly rent of £ for every acre of land which shall be so broken up or converted into tillage, and so in proportion for any less quantity than an acre, such additional rent to be paid on the day hereinbefore appointed for payment of the said rent of £ hereinbefore reserved, and to be recoverable by distress or otherwise as rent hereby reserved. The remainder of the farm to be kept and cultivated according to the rules of good husbandry, in proper course of rotation, and so that at the end of the tenancy the whole may be left in fair and proper condition and in due proportions for subsequent occupation having regard to the nature and situation of the holding. The tenant at all times to keep upon the farm a

sufficient number of live stock of the kinds most suitable for its proper occupation, and all manure made thereby to be used upon and not removed from the premises. The tenant to mow and cut down all thistles, docks and other noxious weeds. The tenant not to sow any portion of the arable land with white straw crops in succession, without a green crop intervening, (unless the written consent of the landlord or his agents is first obtained).

7. The tenant in the last year of the tenancy to have the right of selling off corn or hay crops grown upon the farm during the last season, making such allowances to the landlord or in-coming tenant from the price realized (in lieu of manure, which would otherwise have been produced therefrom), as may be the custom of the district in which the farm is situated, or if such custom does not exist, or cannot be readily defined, then such allowances shall be after the rate of at least .

8. The tenant on entry to pay the outgoing tenant (or occupier) the invoice price of all grass seeds sown in proper course in the preceding year (the same not having been grazed with stock,) and in the last year of the tenancy to sow with a suitable mixture of good grass and clover seeds such portions of the arable land as should be sown in proper course for which he shall be paid the invoice price by the landlord or the incoming tenant (provided the same have not been grazed with stock). The tenant in the last year of his tenancy to give access to all stubble land on removal of the corn crop therefrom, and provide free of charge, reasonable and proper stable room to enable the incoming tenant (or occupier) to plough such stubble land without inconvenience or hindrance.

9. The landlord to be at liberty at any time or times during the tenancy (and without giving notice to the tenant) to take or dispose of for getting, working, burning or storing coal or other minerals, iron or other stone, clay or sand, or for building upon, or for railway, telegraph, or other public purposes, or for planting, or road or street making, any reasonable area of land now included in this letting, making on each occasion a full and suitable deduction from the rent in respect thereof, and paying proper compensation for any crop or manure that may be in or upon the land so taken at the time of taking. The landlord reserves for his own use or disposal, the exclusive right of shooting and sporting, and the tenant undertakes to assist in preserving all game and wildfowl; and the landlord also reserves all timber and trees and thinnings, and all mines, minerals,

and quarries, with rights of entry at all times for cutting down and removing, working or getting the same, or for any reasonable purpose whatever.

10. If any rent is in arrear for twenty-one days, and there is not sufficient distress upon the farm, or if the tenant becomes bankrupt or compounds with his creditors or executes a bill of sale, or an assignment of his effects, or suffers his effects to be taken in execution, the landlord may immediately re-enter.

11. All allowances and valuations and all claims and disputes (other than those relating to distress) arising under this agreement or otherwise in relation to the tenancy shall in case of difference be ascertained and settled by a reference in manner provided by the Agricultural Holdings (England) Act, 1900, and all questions relating to distress shall be decided by a court of summary jurisdiction [*or* by the county court, *as the case may be*] in manner provided by s. 46 of the Agricultural Holdings (England) Act, 1883.

In witness whereof the parties have hereunto interchangeably set their hands and seals the day and year first above written.

[*Signatures of tenant, landlord, or agent.*]

Witness to the signature of the said

[*Signature of Witness.*]

SCHEDULE.

[*This agreement must be stamped and reference should be made to Forms* 6, 8, 9, 11, 27, 28, 52, *supra.*]

INDEX.

A.

ABSOLUTE OWNER,
charge of compensation by, 27.
landlord when not, provision as to charge, 27.

ACTION,
compensation in respect of improvements comprised in First Schedule to Agricultural Holdings Acts, not recoverable by, 8, 71.
landlord s claim against tenant, recoverable by, 71.

AFTERMATH, 121.

AGENTS,
duly authorised, powers of, 11, 26.
general, 26.

AGISTED STOCK,
when distrainable, 42, 43.

AGREEMENT,
arbitration, 159.
as to amount of compensation under Acts, 71.
form for, 164.
drainage, 12, 14.
form for, 166.
award under, 160.
appeal from, 160.
between landlord and tenant as to payment of compensation, 52, 157.
form for, 164.
compensation under, 155 *et seq.*
form for joint appointment of single arbitrator, 188.
form of, adopting Arbitration Act, 1889, 185.
for two arbitrators, 185.
forms of, allowing compensation beyond Acts, 177.
inconsistent with Agricultural Holdings (England) Acts, 52.
in general, 155.
matters to be provided for in, 156, 157.
no power to charge compensation under, 161.
payment of money under, 161.
recovery of compensation under, 160.

AGREEMENT—*continued.*
should be exclusive, 159.
what, can be made, 155.
drainage, 79, 158.
matters in First Part of First Schedule to Act, 78, 157.
Third Part of First Schedule, 79, 158.

AGRICULTURAL HOLDINGS (ENGLAND) ACTS, 1883 TO 1900, 9—66.
advance by land company under, 31.
agreement inconsistent with Act void, 52.
application of—
as to holdings, 3.
improvements, 4.
landlords, 5.
tenants, 3.
to all agricultural holdings, 51.
charity lands, 38.
crown lands, 35.
ecclesiastical lands, 38.
existing tenancies, 15.
future tenancies, 15.
lands of Duchy of Cornwall, 36
Lancaster, 35.
market gardens, 52.
Scotland, 77.
appointment of single arbitrator under, 80.
form for, 188.
of bailiffs, 49.
guardian, 24.
next friend, 24.
umpire under, 83.
form for, 193.
arbitrators under, for improvements, 80.
award under—
appeal from, 20, 73.
costs of, 82.
form of, 179.
time for, 82, 84, 85.
ss. 3—5, 20, 78.
bailiffs, 49 *et seq.*
change of tenancy, 53.
charge under, of compensation, 26.
commencement of, 51.
compensation under, 66.
amount and determination of, 5.
for fixtures, 6.
land resumed, 40.
general right to, 5.
set-off of, against rent, 45.
recovery of, 23.
application for, 24.
proceedings for, 24.

AGRICULTURAL HOLDINGS (ENGLAND) ACTS, 1883 TO 1900—*continued.*
consent of landlord to improvements under, 11.
form for, 164.
costs of proceedings under, in county court, 25.
differences under, settlement of, 8, 71.
distress, 42 *et seq.*, 59.
limitation of, as to amount and time, 42.
things, 43.
remedy for wrongful, 44, 45.
duration of charge under, 29.
exception of non-agricultural holdings from, 51.
Act when other compensation, 9, 10.
extent of Act, 51, 58.
First Schedule, 78.
general saving of rights under, 54.
generally, 2.
improvements before, 10.
intention of, 2.
interpretation of terms in, 54.
landlord's powers of, under, 7.
power to charge, 7.
consent to improvements, 12.
do drainage work, 13.
restrictions under, 6.
who is under the Acts, 55.
landlord, who may execute his powers, 41, 55.
archbishop or bishop, 37.
charity trustees, 38.
incumbent of benefice, 38.
must pay compensation, 67.
notice to, as to improvements, 12, 13.
by outgoing tenant, 54.
right to distrain, 42.
resuming of possession by, 39.
taking fixtures, 33.
notices of drainage works, 13.
execution of improvements after notice, 54.
fixtures, 32.
resuming for improvements, 39.
service of, 26.
to produce samples before arbitrator, 81.
quit, 31.
power of landlord to obtain charge under, 26.
arbitrator under, 80.
tenant to get charge under, 29.
trustee to get charge under, 29.
umpire under, 84.
procedure under, 8, 71.
property in fixtures, machinery, etc., 32.
provision as to guardian, 24.
married women, 25.
in case of trustee, 29.
recovery of compensation under, 80.

AGRICULTURAL HOLDINGS (ENGLAND) ACTS, 1883 TO 1900—*continued.*
rent, balance of, only may be distrained for under, 42.
reservation of, 41.
requisition for appointment of umpire under, 84.
form for, 194.
restrictions as to improvements before, 9, 10.
resumption of premises for improvements, 39.
Second Schedule, 80.
service of notice under, 26.
set-off of benefit to tenant, 69.
tenant's right to compensation under, 66.
as to outgoing tenant, 52.
charge by tenant under, 29.
claim by tenant under, 71.
notice by, as to fixtures, 32.
land resumed for improvements, 40.
Third Schedule, 85.
time of notice to quit, 31.
time for replevy, 48.
And see ARBITRATORS.

AGRICULTURE AND FISHERIES, BOARD OF,
fees under, 103.
land charges granted by, 26—31, 38, 61, 62, 74.
rules of, 102.

ALLOTMENT,
meaning of, 87.

ALLOTMENT GARDENS,
resumption of land for, 39.

ALLOTMENTS AND COTTAGE GARDENS COMPENSATION FOR CROPS ACT, 1887, 86.
application of—
as to holdings, 3.
improvements, 4.
landlords, 5.
tenants, 3.
arbitration under, 88.
award, 90.
form of, 179.
compensation under, 5, 88.
definitions in, 87.
justices to appoint arbitrator, 89.
powers of arbitrator, 90.
recovery of compensation money, 91.

AMMONIA,
sulphate of, 123.

ANIMALS
for breeding excepted from distress, 43.

APPEAL
in arbitrations, 82.
distress, 44, 45.

APPOINTMENT
of bailiff, 49.
guardian, 24, 91.
affidavit for, 93.
form of, 199.
application, 198.
next friend, 24.

APPRAISEMENT, 46.

APPROVAL
of exercise of powers by landlord, 38.

ARABLE LAND. *See* CUSTOM OF COUNTRY.

ARBITRATION ACT, 1889, 74.
costs of, 83.
rules as to, 80.
settlement of differences under, 71, 88.
single arbitrator to act in, 73, 80.

ARBITRATOR,
application for removal of, 96.
form, 201.
appointment of, 80, 89.
revoking, 80.
award by, 82.
costs, 82.
evidence before, 74, 89.
powers of, 73.
removal of, 81, 96 *et seq.*
statement of case by, 73, 81, 95.

ARBITRATORS AND UMPIRE, 83.

ARCHBISHOP,
when landlord, powers of, 37.

ASPARAGUS,
planting, 80.

ASSENT,
Charity Commissioners, 39.
Ecclesiastical Commissioners, 38.
landlord's, when required, 11.

ASSIGNMENT
to Governors of Queen Anne's Bounty, 38.
land company, 31.

AWARD,
finality of, 82, 90.
form of, 83, 90.
in respect of compensation under ss. 3, 4, 5 of Agricultural Holdings (England) Acts, 20.
separate, as to certain claims, 73.
setting aside, 82, 91.
time for making, 84.
to be in writing, 84.

AWARDING
compensation improperly, 82.
lump sum, 82.

B.

BAILIFFS,
appointment of, 48.
certificates of, 49.
security required from, 50.

BANKRUPTCY
claim on tenants, 56.
notice to quit, 31.

BARE FALLOWS,
allowance for. *See* FALLOWS.

BARLEY CROP,
allowance for growing. *See* GROWING CROPS.

BASIC SLAG, 130, 136.

BASTARD FALLOWS, 144, 150.

BEAN CROP,
allowance for growing. *See* GROWING CROPS.

BEAN STRAW,
allowance for remaining. *See* STRAW.

BEDFORDSHIRE. *See* CUSTOM OF COUNTRY.

BERKSHIRE. *See* CUSTOM OF COUNTRY.

BISHOP,
when landlord, power of, 37.

BLAES,
spreading, 79.

BLOOD MANURE, 123.

BONE DUST,
allowance for, 123, 130.

BONES
to corn crops, 136.
pasture land, 136.

BOOSEY PASTURE, 127, 139, 147, 149.

BREACH OF AGREEMENT,
power of tenant to bring action for, 70.

BREACH OF COVENANT,
when actual damages for, must be proved, 73.

BRECONSHIRE. *See* CUSTOM OF COUNTRY.

BRICK EARTH,
resumption of land to get, 39.

BRIDGES,
making or improving, 78.

BUCKINGHAMSHIRE. *See* CUSTOM OF COUNTRY.

BUILDINGS,
agreement as to, 159.
alteration of, landlord's consent requisite before, 78.
customary allowance for—
Carmarthenshire, 149.
Glamorganshire, 149.
Herefordshire, 132.
Nottinghamshire, 147.
enlargement of, landlord's consent requisite before, 78.
landlord's consent requisite before erection of, 78, 159.
provision in agreements for allowance for, 159.
resumption of land for, under Act, 39.

C.

CAKE,
consumption of, 79.

CAMBRIDGESHIRE. *See* CUSTOM OF COUNTRY.

CANAL,
resumption of holding for making, 39.

CARDIGANSHIRE. *See* CUSTOM OF COUNTRY.

CARMARTHENSHIRE. *See* CUSTOM OF COUNTRY.

CERTIORARI,
exclusion of, 46.

CHALKING LAND, 79.
allowance for, 130.

CHARGE,
application for, 27.
form, 186.
assignment of, to land company, 31.
duration of, 30.
extent of, 29.
in favour of Governors of Queen Anne's Bounty, 38.
incumbent, 39.
incidence of, 28.
of compensation payable by landlord, 26, 27.
procedure on, 28, 75.
statutory declaration for, form of, 188.
substituted compensation, 29.
what can be charged by landlord—
compensation under Act, 26.
tenant, 30.
from whom to be obtained, 28.
trustee, compensation under Act, 29.

CHARITABLE BODIES,
restraints on, 39.

CHARITY COMMISSIONERS,
approval of, when required, 39.

CHESHIRE. *See* CUSTOM OF COUNTRY.

CLAIM
by landlord, 72.
time for, 72.
tenant for compensation, 71.
under agreement, 155.
what will be included, 155.
custom, 153.
further, 72.
form of, 178.
service of, 28.
form of, 178.
time for, 71.

CLASSIFICATION,
of improvements under Acts, 78, 79.

CLAY,
resumption to work, 39.

CLAY-BURNING, 79.

CLAYING, 79.

CLOVER,
laying down, 79. *See* GROWING CROPS.

COAL,
resumption to work, 39.

COMMENCEMENT OF ACT, 51.
improvements executed before, 10.

COMPANY,
land empowered to take assignment of charge, 31.

COMPENSATION,
amount and determination of, under Agricultural Holdings (England) Acts, 5, 67.
as to drainage under Acts, 13.
form of agreement for, 166.
enforcement of, by tenant, 14.
by custom—
in general, 104.
See CUSTOM OF COUNTRY.
form of agreement, 205.
general right to, 5.
under agreement, 70.
in general, 155 *et seq.*
Agricultural Holdings (England) Acts, 5, 67.
award of, 20, 78.
basis on which framed, 67 *et seq.*
charge of, 28.
claim of, 8.
for drainage, 13.
fixtures, 6.
improvements before 1883 Act, 10.
on resumption for improvements, 40.
payment of, how enforced, 23.
recovery of, 8, 23.
regulations as to, 15 *et seq.*
restriction upon, 53.
right of tenant to, 9, 88.
should be exclusive, 159.
substituted compensation, 11.
set-off of, against rent. 45.
to be exclusive, 53.
who liable to pay, 67.
Allotments and Cottage Gardens Compensation for Crops Act, 1887, 88.
custom, 70.
what can be included in agreement as to, 156.

CONCENTRATED MANURE,
allowance for, 123.

CONSENT,
by Charity Commissioners, 39.
Ecclesiastical Commissioners, 38.
Governors of Queen Anne's Bounty, 38.

CONSENT— *continued.*
by parties—
to revocation of appointment of arbitrator, 190.
shortening time for sale of distress, 48.
patron of benefice, 38.
of landlord, under Agricultural Holdings (England) Acts, 4.

CONSUMPTION,
of crops on holding, 69, 79.
purchased feeding stuffs on holding, 79.
manures on holding, 79.

CONTENTS OF AWARD, 82.

CONTRACT OF TENANCY,
avoidance of, inconsistent with Act, 52.
definition of, 54.
what contract can be made under the Acts, 156.

CORN,
consumption of, 79.

CORNWALL,
county of. *See* CUSTOM OF COUNTRY.
Duchy of, 36.
Management Act, 1863, 37.

CORRECTNESS OF AWARD,
how questioned, 82.

COSTS,
in county court, 25, 102.
of arbitration, 82.
scale of, 102.
taxation of, 102.

COTTAGE GARDEN,
meaning of, 87.

COTTAGES,
resumption of land for building, 39.

COTTON CAKE,
allowance for, by agreement, 158.

COUNTERCLAIM,
of landlord, 7.

COUNTRY, CUSTOM OF. *See* CUSTOM OF COUNTRY.

COUNTY COURT,
appeal from, on point of law, 45.
to, from award, 82.
appointment of guardian by, 24.
next friend, 24.

COUNTY COURT—*continued.*
costs in, 25.
scale of, 102.
certiorari, exclusion of, 46.
definition of, 56.
examination of married women by judge of, 25.
revision of taxation of costs by judge of, 83.
rules of. *See* STATUTORY RULES AND ORDERS.

COURT OF SUMMARY JURISDICTION,
appeal from, 45.
proceedings in case of distress, 44.

COVENANT, BREACH OF,
by landlord or tenant, 72.
damages for, 73.

CROPS PROHIBITED,
Buckinghamshire, 110.
Cheshire, 113.
Dorsetshire, 116.
Durham, 118.
Essex, 118.
Gloucestershire, 121, 122, 124.
Hampshire, 126.
Herefordshire, 127.
Hertfordshire, 128.
Huntingdon, 129.
Lancashire, 129.
Monmouthshire, 131.
Northamptonshire, 131.
Northumberland, 134.
Oxfordshire, 137.
Somersetshire, 140.
Suffolk, 143.

CROWN LANDS, 34.

CROWN LANDS ACT, 1866, 35.

CULTIVATION,
Bedfordshire, 108.
Berkshire, 109.
Buckinghamshire, 110.
Cheshire, 112.
Cumberland, 114.
Dorsetshire, 116.
Durham, 118.
Essex, 118, 119.
Glamorganshire, 149.
Gloucestershire, 121, 122.
Hampshire, 126.
Herefordshire, 127.
Hertfordshire, 128.
Huntingdon, 129.

CULTIVATION—*continued.*
Lancashire, 129.
Monmouthshire, 131.
Northamptonshire, 133.
Northumberland, 134.
Nottinghamshire, 136.
Oxfordshire, 137.
Pembrokeshire, 151.
Somersetshire, 140.
Staffordshire, 142.
Suffolk, 143.
Warwick, 145.
Westmoreland, 146.
Wiltshire, 146.
Worcestershire, 147.

CUMBERLAND. *See* CUSTOM OF COUNTRY.

CURRENT TENANCIES,
operation of Acts on, 15, 54.

CUSTOM OF COUNTRY,
analysis of—
Bedfordshire, 108.
Berkshire, 108.
Breconshire, 149.
Buckinghamshire, 110.
Cambridgeshire, 111.
Cardiganshire, 149.
Carmarthenshire, 149.
Cheshire, 111.
Cornwall, 113.
Cumberland, 113.
Derbyshire, 114.
Devonshire, 115.
Dorsetshire, 116.
Durham, 117.
Essex, 118.
Glamorganshire, 149.
Gloucestershire, 119.
Hampshire, 125.
Herefordshire, 126.
Hertford, 128.
Huntingdon, 128.
Kent, 129.
Lancashire, 129.
Leicestershire, 129.
Lincolnshire, 130.
Middlesex, 131.
Montgomeryshire, 148.
Monmouthshire, 131.
Norfolk, 132.
Northamptonshire, 132.
Northumberland, 134.

CUSTOM OF COUNTRY—*continued.*
analysis of—*continued.*
Nottingham, 135.
Oxfordshire, 136.
Pembrokeshire, 151.
Radnorshire, 152.
Rutlandshire, 138.
Shropshire, 138.
Somersetshire, 140.
Staffordshire, 141.
Suffolk, 143.
Surrey, 144.
Sussex, 144.
Wales, North, 148.
South, 149.
Warwick, 145.
Westmoreland, 146.
Wiltshire, 146.
Worcestershire, 147.
Yorkshire, 148.
application of custom where lease or agreement, 105.
compensation by—
how obtained, 174.
in general, 104.
difficulty in framing list of, 106.
example of agreements excluding, 205.
exclusion of, form, 204.
importance of, 104.
landlord liable to pay compensation under custom, 104, 107.
Report of Chamber of Agriculture on, 106.
requisites for validity of, 105.
saving of rights under, 54.

D.

DEATH,
appointment of new arbitrator on, 80.
of arbitrator before award, 80.
umpire before award, 84.
appointment of new, 84.

DECISION
of county court on case stated, 96.

DEDUCTIONS
from compensation, 88.

DEFAULT
of payment of compensation, power of tenant, 29

DERBYSHIRE. *See* CUSTOM OF COUNTRY.

DETERMINATION OF TENANCY,
claim to compensation must be made before, 71.
definition of, 55, 67.
right to compensation on, 66.

DEVONSHIRE. *See* CUSTOM OF COUNTRY.

DIFFERENCES
between landlord and tenant, settlement of, 8.

DISTRESS,
agisted stock, liability of, to, 42,
agricultural machinery not liable to, 43.
amount of, 42.
animals for beeeding purposes not liable to, 42.
appraisement in case of, 46.
costs of, 46.
exclusion of *certiorari* in case of, 46.
exemptions from, 42 *et seq.*
extension of time to replevy in, 47.
for balance only, 42.
limitation of costs in distress, alteration by 51 & 52 Vict. c. 21, s. 9, 46.
time for, 42.
only to be levied by bailiffs duly appointed, 49.
recovery of penal rent by, illegal, 76.
removal of goods under, 47.
set-off of compensation under Act against rent, 45.
time for, 42.
wrongful, 44.

DISTRESS, LAW OF,
Amendment Acts, 44 *et seq.*

DISTRESS FOR RENT RULES, 46 *et seq.*

DOCUMENTS,
production of, power of referee as to, 81.

DORSETSHIRE. *See* CUSTOM OF COUNTRY.

DRAINAGE OF LAND,
compensation for—
by agreement, 158.
custom, 109, 111, 112, 114, 130, 131, 135, 138, 139, 142, 145, 151.
under Acts—
agreement as to, 13.
form of, 166.
charge of sum expended on holding by landlord, 12, 14.
contents of, 13.
form of notice to landlord, 165.
mode of executing work by landlord, 14.
landlord securing repayment, 12, 14.
notice by landlord, 12.
form of, 167.
to landlord, 12, 79.

DRAINAGE OF LAND--*continued.*
compensation for—*continued.*
under Acts—*continued.*
payment of instalments, 12, 14.
tenant's remedy if landlord neglects to carry out agreement, 12, 14.
ways in which it can be done under Act, 13.
withdrawal of, 12.

DURATION OF IMPROVEMENT,
if limited owner, county court to find, 27.

DURHAM. *See* CUSTOM OF COUNTRY.

E.

ECCLESIASTICAL COMMISSIONERS,
approval of, 38.

ECCLESIASTICAL LANDS,
application of Act to, 37.

EFFECT
of charge of compensation on reversion, 28.
on purchaser, 28.

ELECTION
by landlord to take fixtures, 33.
tenant to give up holding, if part required, 40.

EMBANKMENTS
against floods, 79.

ENTRY,
landlord's power of, 75.

ESSEX. *See* CUSTOM OF COUNTRY.

EVIDENCE,
power to order production of, 81.
proof by landlords as to breaches of covenants, 73.

EXHAUSTION OF IMPROVEMENTS
to be determined by court, 27.

EXISTING TENANCIES,
effect of Acts on, 15.
notice to quit, 31.
when determined, 55.

EXTENSION OF TIME
for award by arbitrator, 81.
right to replevy, 48.

EXTENT OF ACT
to all agricultural holdings, 51.
market gardens, 52.

F.

FAILURE
to appoint umpire, 84.

FAIR
and reasonable compensation, 15.
when to be ascertained, 15.

FAIR PRICE
for agisted stock, 43.
how to be ascertained, 43.
settled by county court, 44.
court of summary jurisdiction, 44.

FALLOW,
allowance for, by custom, 109, 112, 113, 117, 118, 120, 128, 133, 137, 139, 140, 141, 143, 144, 148, 151.

FARM PRODUCE
sold off holding, deduction for, 69.

FARMYARD MANURES,
unapplied, allowed for by custom, 111, 116, 118, 120, 135, 143, 144.
haulage of, 111, 120, 135.

FEEDING STUFFS,
allowance for, 79.
by Acts, 79.
agreement, 158.
no restriction on use of, 53.

FEES
under Agricultural Holdings Acts, 103.

FENCES,
permanent, making or removing, 79.
planting, allowance for, under Acts, 79.
agreement, 157.
wire, allowance for, 158.

FIXTURES, 6, 33.
acquired, 33, 75.
alteration of common law by Landlord and Tenant Act, 1851, 33.
law by Agricultural Holdings (England) Acts, 32, 75.
deed assigning a bill of sale, 33.
how ascertained, 33.
no appeal from referees, 33.
landlord's right to purchase, 33.

FIXTURES—*continued.*
notice to landlord of tenant's intention to remove, 32.
form of, 172.
property of tenants in, 32.
removal by market gardeners, 33.
tenant, 32, 63.
trade fixtures, 33.
value of, 33.

FLOODS,
embankments and sluices against, 79.

FOLDING SHEEP,
customary allowance for, 145.

FORFEITURE,
charge for compensation not to work, 27.

FORMS,
agreement—
adopting Arbitration Act, 1889, 185.
as to mode of executing drainage works, 166.
as to drainage in lease, 168.
by separate agreement, 168.
excluding custom, 205.
for executing improvements in Part I. of First Schedule, two arbitrators, 185. 164.
special, as to improvements in First Schedule, Part III., that year's notice not necessary, 171. 169.
to arbitrate outside the Agricultural Holdings Acts, 177.
application—
for appointment or change of guardian, 199.
affidavit on application, 200.
land charge, 186.
order to pay compensation money, 202.
state case, 200.
to Board of Agriculture and Fisheries to appoint—
arbitrator, 189.
for party failing to appoint, 192.
umpire, 194.
extend time to make award, 196.
justices to appoint arbitrators under Allotments and Cottage Gardens Compensation for Crops Act, 1887, 197.
remove arbitrator or set aside award, 201.
appointment—
joint, of arbitrator under Allotments and Cottage Gardens Compensation for Crops Act, 1887, 197.
of arbitrator by justices under Allotments and Cottage Gardens Compensation for Crops Act, 1887, 197.
in place of one who has died, or is unable to act, 189.
single arbitrator, joint, 188.
umpire by arbitrators, 193.
in place of one dying or incapable to act, 193.

FORMS—*continued.*
award, form of, 179.
certificate—
of bailiff, general, 175.
special, 175.
person or persons making award, 204.
claim for compensation by tenant, 178.
landlord's breach of covenant, 178.
consent—
by landlord to improvement on allotment or cottage garden, 196.
incoming tenant paying outgoing tenant compensation, 175.
making improvements in Part I. of First Schedule, 164.
treat holding as market garden, 177.
of arbitrators to act without remuneration, 198.
guardian to act, 200.
to early sale, 174.
revocation of appointment, 190.
counterclaim by landlord, 179.
extension of time for arbitrators to make award, 195.
general heading for notices, etc., 190.
lease, form of, 205.
notice—
by arbitrator that he will proceed in absence of either party, 198.
landlord of amount spent in drainage, 167.
assent to tenant making improvements after notice to quit, 176.
objection, 177.
his intention to buy fixtures, 172.
tenant to give up the whole holding, 173.
of appointment of arbitrator, 191.
proceeding with arbitration, 195.
requiring umpire to be appointed, 193.
to arbitrator to act, 191.
appoint arbitrator, 191.
interested persons, 203.
landlord by tenant of intention to execute drainage work, 165.
landlord of tenant's intention—
to execute improvements after notice to quit, 176.
remove fixtures, 172.
produce documents, 204.
quit, 171.
for a special purpose, 172.
withdrawal of, by tenant, 167.
request—
to appoint umpire, 193.
remove goods distrained to be sold, 173.
sell goods before time for replevying has passed, 174.
for appraisement of distrained goods, 173.
extension of time to replevy, 174.

FORMS—*continued.*
revocation of appointment of arbitrator, 190.
statutory declaration on applying for land charge, 188.
undertaking by landlord to execute drainage work, 167.

FOUR-COURSE
shift, 119, 143.

FREEDOM
of contract, how far interfered with, 52.

FRUIT
bushes, 79, 80.
removal of, by market gardener, 65.
trees, 79, 80.
removal of, by market gardener, 65.

FUTURE TENANCIES,
application of Act to, 205, 287.

G.

GARDENS,
making, 78.
resumption of land for making, 39.
And see MARKET GARDENS.

GLAMORGAN. *See* CUSTOM OF COUNTRY.

GLOUCESTERSHIRE. *See* CUSTOM OF COUNTRY.

GRASS SEED,
allowance for, 79.

GRAVEL,
resumption of part of holding to work, 39.

GREEN CROPS,
allowance for bone dust applied to, 123.
guano applied to, 123.

GROWING CROPS,
allowance for. *See under* VARIOUS COUNTIES.

GROWING UNDERWOOD,
allowance for, 145.

GUANO,
allowance for, by custom, 123, 128, 137, 141.

GUARDIAN,
appointment of, 24.

H.

HALF FALLOW,
allowance for, by custom, 135.

HAMPSHIRE. *See* CUSTOM OF COUNTRY.

HAULING MANURE,
allowance for, by custom. *See under* VARIOUS COUNTIES.

HAULING MATERIALS,
by custom, 111, 148.

HAY,
allowance for remaining, by custom, 132, 144.
sale of, 117, 124.

HEAFING, 114.

HEDGES,
planting, allowance for, 78.
by custom, 124.

HERBAGE
on clover lea, allowance for, 131.

HEREFORDSHIRE. *See* CUSTOM OF COUNTRY.

HERTFORDSHIRE. *See* CUSTOM OF COUNTRY.

HIGH COURT OF JUSTICE,
appeal to, from county court, 45.

HOLDING,
definition of, 56, 67.
part of, may be taken for improvements, 39.
retention of part of, 71.

HOLDINGS
affected by Agricultural Holdings Acts, 51, 66.
Allotments and Cottage Gardens Compensation for Crops Act, 1887, 86.
charge on—
by landlord, 7, 26.
trustees, 29.
tenant, 29.

HOP POLES,
allowance for, 127.

HOPS,
customary allowance for, 127.
gardens, wirework in, 79.
planting, 79.

HUNTINGDONSHIRE. *See* CUSTOM OF COUNTRY.

HUSBAND,
concurrence of, when necessary, 25.
separate examination of wife, 25.
when wife restrained from anticipation, 25.

HUSBANDRY,
breaches of covenant as to, 73.
remedy of landlord for, 73.

I.

IMPROVEMENTS,
agreement for, 14.
by agreement, allowance for, 157.
custom, allowance for, 106.
compensation for—
if executed after 1883 Act, 11.
under a contract existing when Act passed, 15.
before Acts, 9, 76.
consent of landlord to those in Part I. of First Schedule, 11.
form of, 164.
done by preceding tenant, 52.
if done in former tenancy, 53.
list of those for which landlord's written consent is required before tenant entitled to compensation, 78.
notice of intention to execute, 12.
form of, 176.
notice of intention to execute drainage, when to be given, 12.
form of, 165.
notice of objection by landlord, form of, 177.
of which notice has to be given to landlord, 79.
power of Treasury to direct as to cost, 34.
requisites for compensation for, 67.
restrictions as to improvements after notice to quit, 53.
resumption by landlord of part of holding for, 39.
time when claim to be made, 67.
to which consent of landlord not required, 59, 79.
under Acts, 78, 79, 88.
value of, how ascertained, 68.

INCOMING TENANT,
rights of, and allowance to, by custom. *See under* VARIOUS COUNTIES.
value of improvements to be basis of compensation, 68.

INCUMBENT LANDLORDS, 39.

INFANT,
appointment of guardian to, 24.
when required, 24.
who may apply for, 24.
powers of, 24.

INHERENT CAPABILITIES OF SOIL, 69.
how to be valued, 69.

INTENTION OF ACTS, 2.

INTERPRETATION, 54.

INTERLOCUTORY APPLICATIONS, 92.

INVALIDITY OF AWARD,
grounds of, 82.

IRONSTONE,
resumption of land to work, 39.

IRRIGATION WORKS,
making, 78.

J.

JUSTICES,
appeal from, to quarter sessions, 45.
proceeding before, in case of distress, 44.

K.

KENT. *See* CUSTOM OF COUNTRY.

L.

LANCASHIRE. *See* CUSTOM OF COUNTRY.

LANCASTER, DUCHY OF, 35.

LAND CHARGES REGISTRATION ACT, 1888, 75.

LAND,
boning, allowance for, by custom, 114, 123, 136, 137, 138, 142.
chalking, by custom, 130, 137.
Acts, 79.
charges—
granted by the Board of Agriculture and Fisheries, 26, 31, 38, 61, 62, 74.
landlord's powers as to, 7, 26.
may be based on custom, agreement, or the Acts, 28—30.
procedure to obtain, 75.
clay burning, allowance for, 79.
claying, 79.
drainage, by Acts, 13, 79.
liming, allowance for, by custom, 114, 130, 136, 138, 142.

LAND—*continued.*
marling, by custom, 130, 135.
Acts, 79.
warping, 79.

LAND COMPANY,
may take assignment of charge, 31.

LANDLORD,
agreement that s. 33 shall not apply, 32.
form of, 171.
cannot initate a proceeding under the Acts, 71.
charge may be assigned to land company, 31.
charging of holding by, 7, 26.
compensation payable by, 66.
counterclaim by, 7.
form of, 179.
definition of, 55, 87.
election of, to purchase fixtures, 33.
form of, 172.
entry of holding by, 7, 75.
improvements not requiring consent of, 59, 78.
requiring consent of, 58, 77.
notice to, 58, 78.
notice of claim by, 7.
to quit, 31.
form of, 171.
of ecclesiastical and charity lands, 39.
powers of—
as to agreements, 7.
charges, 7.
counterclaims, 7.
entry on holding, 7, 75.
fixtures, 33.
remedies of, against tenant, 72, 73.
remedy of tenant against, if landlord agrees to execute work and fails, 14.
restraint on, 6.
restrictions on—
as to agreements, 6.
penal rents, etc., 7, 76.
resumption of land for improvements, 39.
notice of, 40.
by tenant, 40.
holding by, for improvements, 39.
undertaking of, for improvements, 14.
when infant or lunatic, appointment of guardian or committee, 24.
not absolute owner, provisions for, 27.

LANDLORD AND TENANT,
agreement between, as to improvements, 11.
form of, 164.

LANDLORD AND TENANT ACT, 1851, 33.

LAYING
down permanent pasture, 78.

LEICESTERSHIRE. *See* CUSTOM OF COUNTRY.

LETTER,
registered, notice for service may be sent in, 26.

LIME. *See* LIMING LAND.

LIMESTONE,
resumption of part of holding to work, 39.

LIMING LAND, 79.

LIMITED OWNER,
powers of, 41.

LIMITATION,
of amount to be distrained for, 42.
costs in distress, 46.
time in claim for waste, 72.
to things to be distrained, 42, 43.

LINCOLNSHIRE. *See* CUSTOM OF COUNTRY.

LINSEED OIL-CAKE,
allowance for, by custom. *See under* VARIOUS COUNTIES.

LIQUIDATED
damages, recovery of, 6.

LIVE STOCK,
definition of, 56.
how far exempt from distress, 43.

LOVE PLOUGHING, 149.

LUCERNE,
laying down, 79.

LUNATIC,
appointment of committee by county court, 24.
who may apply for, 24.

M.

MACHINERY,
affixed by tenant, power to remove, 32.
agricultural, exempted from distress, 43.
election by landlord to take, 33.
form for, 172.
how value ascertained, 33.

MACHINERY—*continued.*
notice of intention to remove, to be given, 32.
form of, 172.
tenant's property in, 32.

MANURES,
application of artificial or other purchased, 79.
compensation in respect of, 69.
concentrated, allowance for—
provision as to, by custom. *See under* VARIOUS COUNTIES.
definition of, 56, 79.
haulage of, when allowed for by custom, 110—112, 120, 121, 125, 135, 137, 140, 141, 143.
set off, as to, by custom, 124, 135.
by Acts, 79.

MARKET GARDENERS' COMPENSATION ACT, 1895, 63 *et seq.*
application of, 65.

MARKET GARDENS, 33.
consent to treat as, 63.
definition of, 66.
determination of yearly tenancy, 64.
fixtures, 64.
tenant of, right of, to remove fruit bushes, etc., 65.

MARLING LAND, 79.
And see LAND.

MARRIED WOMAN,
acts of, 25.
appointment of next friend to, 25.
husband of, separate examination of, 25.

MARRIED WOMEN'S PROPERTY ACT, 1882, 25.

MIDDLESEX. *See* CUSTOM OF COUNTRY.

MINERALS,
resumption of land for working, 39.

MONMOUTHSHIRE. *See* CUSTOM OF COUNTRY.

MONTGOMERYSHIRE. *See* CUSTOM OF COUNTRY.

MORTGAGE,
effect of charge on, 28.
how far powers in, apply to charges, 28.

MORTGAGEE,
in possession, is a landlord, 30, 60.

N.

NEW PASTURE,
laying down, allowance for, by custom, 132, 142.
under Acts, 78.

NEXT FRIEND. *See* MARRIED WOMAN.

NIGHT SOIL,
allowance for, by custom, 123, 137.

NITRATE OF SODA,
allowance for, by custom, 123.

NORFOLK. *See* CUSTOM OF COUNTRY.

NORTHAMPTONSHIRE. *See* CUSTOM OF COUNTRY.

NORTHUMBERLAND. *See* CUSTOM OF COUNTRY.

NOTICE,
by landlord—
as to drainage, form of, 167.
of appointment of arbitrator, form of, 191.
election to purchase fixtures, form of, 172.
objection to tenant executing improvements after notice to quit, form of, 177.
to quit part of holding, form of, 171.
by tenant, of intention to execute drainage works, 12.
form of, 165.
of claim, 8.
desire to have goods distrained removed to be sold, 47.
form of, 173.
extension of time to replevy goods, 47.
intention to execute improvements, though under notice to quit, 54.
form of, 176.
quit the whole holding, form of, 173.
remove fixtures, form of, 172.
withdrawal of, 13.
form of, 167.
generally,
by arbitrators of proceeding with arbitration, form of, 198
of appointment of arbitrator, form of, 191.
to arbitrator to act, form of, 191.
appoint umpire, 84.
form of, 193.
produce documents, 81.
form of, 204.
service of, 26.
agreement to dispense with, as to improvements, 14.
on solicitor, 26.

NOTICE TO QUIT,
agreement as to, 31.
form of, 171.
form of notice, 171.
final notice, definition of, 54.
improvements made after, 54.
form of, 176.
objection by landlord to improvements, 54.
form of, 177.
part of holding for special purposes, 39.
form of, 172.
service of, 26, 31.
tenant's notice to quit the whole, 41.
form of, 173.
time of, 31.

NOTTINGHAMSHIRE. *See* CUSTOM OF COUNTY.

NUMBER OF YEARS
after which improvement exhausted, by custom, 116, 130.

O.

OAT CROP,
growing, allowance for, 111, 113, 116, 119, 131, 135, 137, 140, 141.

OATH,
evidence should be given upon, 81.
power of arbitrator or umpire to administer, 81.

OIL-CAKE,
allowance for. *See under* VARIOUS COUNTIES.

ORCHARDS,
planting, allowance for, under Acts, 79.

OSIER BEDS,
making or planting, 78.

OUTLAY,
no basis of compensation, 5.

OUTLET, 129.

P.

PARING AND BURNING,
allowance for, by custom, 123.

PARTIES,
comprehensiveness of word, 57.
notice to, of proceedings in arbitration, 195.
And see NOTICES.

PASTORAL HOLDINGS, 51.

PASTURE,
allowance for, by custom. *See under* VARIOUS COUNTIES.
by Acts, 78.
laying down permanent, 78.

PAYMENT OF COMPENSATION,
day for, to be fixed in award, 82.
power of tenant as to, 30.

PEA CROP,
allowance for growing, 111, 116, 119, 135, 137, 140, 141.

PEMBROKESHIRE. *See* CUSTOM OF COUNTRY.

PENAL RENTS,
recovery of, 6, 76.

PERJURY
on reference, 74.

PERSON,
definition of, 56, 87.

PHOSPHATES,
allowance for, 123, 142.

PIER,
resumption of land for making, 39.

PIGS,
consumption of cake by, on holding, 79, 158.

PONDS,
making or improving, 79.

POSSESSION,
resumption of, by landlord, 39.

POWERS
of landlord. *See* LANDLORD.
tenant. *See* TENANT.

PRICE
of fixtures, how ascertained, 33.

PROCEDURE,
in arbitration, 80 *et seq.*
claim for compensation, 8.
settlement of differences, 8.
to obtain charge, 75.
See STATUTORY RULES AND ORDERS.

PROCEEDINGS,
by married women, 25.

PRODUCTION
of documents, form for, notice, 204.
power of referee or umpire as to, 81.
samples, power of referee or umpire as to, 81.

PROPERTY,
in fixtures, tenant's, 32.
when become landlord's, 32.

PURCHASED MANURE,
value by agreement, 158.

PURCHASER,
effect of charge of compensation on, 28.
when landlord, 56.

Q.

QUARTER SESSIONS,
appeal to, as to distress, 45.

QUEEN ANNE'S BOUNTY, GOVERNORS OF,
approval to exercise of powers, 38.
power to advance money to pay compensation, 38.
to take assignment of charge, 38.

QUIT, NOTICE TO,
agreement that six months sufficient, 31.
form of, 171.
part of holding for improvements, 39.
form of, 172.
to what tenancies applicable, 31.
year's notice required, 31.
unless agreement to contrary, 31.

R.

RADNORSHIRE. *See* CUSTOM OF COUNTRY.

RAILWAY,
resumption of part of holding to make, 39.

RECOVERY,
application for, 100.
of compensation, provision for, 23.
proceedings for, 101.

REMAINING,
meadow hay, 108, 118.
pea and bean straw, 111, 120, 141.
white straw, 112, 141.

REMEDIES
of landlord against tenant, 72, 73.

RENT,
compensation set off against, 45.
distress for, 42.
landlord the person entitled to receive, 55.
owing, must be paid before tenant removes fixtures, 32.
penal, 6, 76.
reduction of, 40.
reservation of best rent, 41.

REPAIR,
customary liability of tenant to. *See under* VARIOUS COUNTIES.

REPLEVY,
extension of time to, 47.
form of, 174.
revocation of, 48.

REQUISITES
for compensation under Acts, 66 *et seq.*

RESERVOIR,
making or improving, 79.
resumption of part of holding to make, 39.

RESTRAINT
on anticipation, proceedings by married women under, 25.
charitable bodies, 39.

RESTRICTION ON LANDLORD. *See* LANDLORD.

RESUMPTION FOR IMPROVEMENTS, 39 *et seq.*
reduction of rent on, 40.

REVOCATION
of appointment of arbitrator, can only be by consent, 80.
form of, 190.
notice as to drainage by tenant, 13.
form of, 167.

RHUBARB,
planting, 80.

RICHMOND, DUKE OF,
Report of Commission on Agriculture, 106.

RIGHTS,
general saving of, 54.

ROADS,
making or improving, 78.
resumption of part of holding for making, 39.

ROOT CROPS,
customary allowance for remaining, 120, 128, 130—132, 135.

RULES. *See* STATUTORY RULES AND ORDERS.

RUTLANDSHIRE. *See* CUSTOM OF COUNTRY.

S.

SAINFOIN,
laying down, 79.

SAMPLES,
power of arbitrator or umpire as to production, 81.

SAND,
resumption of part of holding for getting, 39.

SECOND PART OF FIRST SCHEDULE,
improvements named in, 79.

SEEDS,
growing, allowance for, 122.

SET-OFF,
compensation and rent, 45.

SETTLED LAND ACT,
moneys under, may be applied to pay compensation, 27.

SETTLEMENT OF DIFFERENCES
as to compensation, 8.

SHROPSHIRE. *See* CUSTOM OF COUNTRY.

SIDING,
resumption of part of holding for making, 39.

SILOS,
formation of, 78.

SLUICES AGAINST FLOODS, 79.

SOMERSETSHIRE. *See* CUSTOM OF COUNTRY.

SPECIAL CONCENTRATED MANURE,
allowance for, by custom, 123.

STAFFORDSHIRE. *See* CUSTOM OF COUNTRY.

STANDARD FRUIT TREES, 80.

STATEMENT OF CASE, 95.
application for order for, 93.
form of, 199.

STATUTORY RULES AND ORDERS,
Board of Agriculture and Fisheries Rules, 102.
County Court Rules, 91.

STEAM ENGINE,
erection of, by tenant, 32.

STONE,
quarry, resumption of part of holding for working, 39.

STRAW,
allowance for remaining, by custom, 110, 115, 120, 125, 137, 140.
stacking, 125, 137.

STRAWBERRY,
plants, 80.

STUBBLE,
allowance by custom for herbage on, 131.

SUBMISSION TO ARBITRATION. *See* ARBITRATION and ARBITRATOR.

SUBSTITUTED COMPENSATION
under Acts, 20.

SUFFOLK. *See* CUSTOM OF COUNTRY.

SUMMARY JURISDICTION ACTS, 45.

SUMMONS,
as to illegal proceedings in distress, 45.

SURREY. *See* CUSTOM OF COUNTRY.

SUSSEX. *See* CUSTOM OF COUNTRY.

T.

TENANCIES,
application of Act to existing, 15.
to future, 15.

TENANCY,
agreement as to six months' notice, 55.
change of, 53.
definition of, 54, 87.
determination of, 55, 67, 87.
claim for compensation must be made before, 71.
notice to determine, 55.
reservation as to existing and future contracts of, 15.
within the Act, 54.

TENANT FOR LIFE,
powers of, 41.

TENANT,
agreement between landlord and, as to compensation, 155—159.
year's notice not reduired, 31.
form of, 171.
benefit given to, by landlord, to be deducted from compensation, 69.
breach of covenant, landlord's remedy, 72, 73.
tenant's remedy, 72, 73.
can compel arbitration to be held, 8, 71.
charge by, on holding, 29.
claim for compensation by, form of, 178.
consent of landlord to improvements in Part I. of First Schedule, 11.
continuing, 41.
definition of, 56, 87.
entitled to compensation for breach of covenant by landlord, 73.
improvements, 9, 66.
fixtures erected by, 32, 63, 75.
improvements purchased from, 56, 64.
incoming, value of improvement to, 67 *et seq.*
limitation of goods that can be distrained for rent, 42, 43.
time to be distrained on for rent, 42.
notice of intention to execute improvements, 12.
form of, 165.
remove fixtures, 32.
form of, 172.
making improvements after notice to quit, 54.
form of, 176.
quit entire holding, by, 40.
form of, 173.
quit, 31.
form of, 171.
outgoing—
allowances to, and liabilities of—
Beds, 108.
Berks, 108.
Bucks, 110.
Brecon, 149.
Cambridge, 111.
Cardiganshire, 149.
Carmarthenshire, 149.
Cheshire, 111.
Cornwall, 113.
Cumberland, 113.
Derby, 114.
Devonshire, 115.
Dorset, 116.
Durham, 117.
Essex, 118.
Glamorgan, 149.
Gloucester, 119.
Hampshire, 125.
Hereford, 126.
Herts, 128.

TENANT—*continued.*
outgoing—*continued.*
allowances to, and liabilities of—*continued.*
Hunts, 128.
Kent, 129.
Lancaster, 129.
Leicester, 129.
Lincolnshire, 130.
Middlesex, 131.
Montgomeryshire, 148.
Monmouth, 131.
Norfolk, 132.
Northampton, 132.
Northumberland, 134.
Notts, 135.
Oxford, 136.
Pembrokeshire, 151.
Radnorshire, 152.
Rutland, 138.
Shropshire, 138.
Somerset, 140.
Stafford, 141.
Suffolk, 143.
Surrey, 144.
Sussex, 144.
Warwick, 145.
Westmoreland, 146.
Wilts, 146.
Worcestershire, 147.
Yorkshire, 148.
North Wales, 148.
South Wales, 149.
sitting, 41.
waste by, 72.

TENANT'S COMPENSATION ACT, 1890, 60 *et seq.*
compensation to tenants, when mortgagee in possession, 60.
charge a land charge, 62.
exception of tithe rentcharge, 62.
extent of Act, 62.

TIME
for appointment of arbitrator, 80.
umpire, 84.
arbitrator to make award, 81.
extension of, 81.
distraining for rent, 42.
landlord to claim compensation, 72.
give notice of taking fixtures, 33.
notice for resumption for improvements, 40.
to quit, 31.
objecting to outgoing tenant executing improvements, 54.

TIME—*continued.*
for payment of compensation, 82.
removal of fixtures, 32.
replevying goods distrained, 48.
selling goods distrained, 48.
tenant's notice to give up holding, 41.
tenant to claim compensation, 71.
umpire to make award, 85.
extension of, 85.
when improvements cannot be made, 54.

TOWN MANURE,
allowance for, by custom, 123.

TRADE FIXTURES,
market gardener's fixtures, 34.
removal of, 33.
notice as to, 33.

TREES,
planting fruit, 79.
resuming part of holding to plant. 39.

TRUSTEE,
charge on holding by, 29.
charity, consent of the Charity Commissioners required before powers exercised, 38.
charge by, 30.
in bankruptcy, 56.
mode of paying compensation when landlord is, 29.

U.

UMPIRE,
arbitration by, 83.
form for, 170, 193.

UNDER-LESSEE,
effect of charge of compensation on, 29.

UNDERWOOD,
growing, allowance for by custom, 145.

UNEXHAUSTED IMPROVEMENTS,
list of those for which Acts give compensation, 78, 79.

V.

VALUE,
capabilities of soil not to be taken into account in fixing, 68.
duty of valuer, 70.
if benefit allowed to tenant, to be deducted from compensation, 69.
of fixtures, ascertained by arbitration, 80.
land to be given up for special purpose, 40.

VALUE—*continued.*
of manure, 70.
question for valuer alone, 68.
to incoming tenant, basis of compensation, 68.

VEGETABLE CROPS, 80.

VOUCHERS,
power of arbitrator, or umpire to send for, 81.
should be produced on arbitration, 81.

W.

WALES (NORTH). *See* CUSTOM OF COUNTRY.

WALES (SOUTH). *See* CUSTOM OF COUNTRY.

WARPING LAND, 79.

WARWICKSHIRE. *See* CUSTOM OF COUNTRY.

WASTE,
landlord's claim for, 72.
what is, 72.

WASTE LAND,
reclaiming, 79.

WATER MEADOWS,
making, 78.

WATER COURSES,
making or improving, 79.
resumption of land for making, 39.

WATER WORKS, 79.

WAY-GOING CROPS,
Cheshire, 111.
Dorset, 116.
Durham, 117.
Gloucester, 119.
Hereford, 126.
Monmouth, 131.
Northumberland, 134.
North Wales, 148,
Nottinghamshire, 135.
Shropshire, 138.
Surrey, 144.
Warwickshire, 145.
Wiltshire, 146.
Worcestershire, 147.

WEIRS, 79.

WELLS,
making or improving, 79.

WESTMORELAND. *See* CUSTOM OF COUNTRY.

WHARF,
taking part of holding to make, 39.

WHEAT,
allowance by custom for growing wheat crop. *See* GROWING CROPS.

WHITE STRAW CROP. *See* CROPS PROHIBITED and CULTIVATION.

WILTSHIRE. *See* CUSTOM OF COUNTRY.

WIREWORK,
erection of, in hop gardens, 79.

WORCESTERSHIRE. *See* CUSTOM OF COUNTRY.

Y.

YEAR'S NOTICE TO QUIT,
form of agreement, 171.
necessary in holdings under the Acts, 31.
what is sufficient to exclude the section, 32.

YEAR'S RENT,
only to be distrained for, 42.

YEARS,
number over which tenant's outlay is spread by custom. *See under* VARIOUS COUNTIES.

YORKSHIRE. *See* CUSTOM OF COUNTRY.

LONDON :
PRINTED BY BUTTERWORTH AND CO., CRANE COURT, E.C.

FISHERIES.

OKE'S FISHERY LAWS.

(Public and Private; Sea and Inland; Salmon and Freshwater.)

A Handy Book of the Fishery Laws. By GEORGE C. OKE. THIRD EDITION. Embodying "Bund's Law of Salmon Fisheries" and "Paterson's Fishery Laws"; and including the Law as to Sea Fisheries, with complete Statute and Local Laws as to Fisheries generally, Local Fishery Regulations, List of Fishery Districts, etc. By J. W. WILLIS BUND, Esq., M.A., of Lincoln's Inn, Chairman of the Severn Fishery Board, and A. C. MCBARNET, Esq., B.A., of the Inner Temple, Barristers-at-Law. 1903. Post 8vo. Cloth, 15s.; for Cash, post free, 12s. 5d.

PUBLISHER'S ANNOUNCEMENT.—This book will be a guide, first, to those who have to administer the law; secondly, to those who have to enforce it; thirdly, to those who desire to avoid breaking it; and, lastly, to those who want to know what the law is.

"The book may be commended as the most authoritative and up-to-date manual on its subject extant."—*Scotsman.*

"Will be found of great help and assistance to those interested in such 'fishy' matters."
—*Law Students' Journal.*

GAME LAWS.

OKE'S GAME LAWS.

A Handy Book of the Game Laws and Wild Birds Protection Acts: containing the whole Law as to Game Licenses and Certificates, Gun Licences, Poaching Prevention, Trespass, Rabbits, Deer, Dogs, Birds and Poisoned Grain, Sea Birds, Wild Birds and Wild Fowl, and the Rating of Game throughout the United Kingdom, with the Acts, Decisions, Notes and Forms. FOURTH EDITION. Thoroughly Revised and Re-modelled. By J. W. WILLIS BUND, Esq., M.A., LL.B., Barrister-at-Law. 1897. Post 8vo. Cloth, 14s.; for Cash, post free, 11s. 7d.

"The best book on the subject of the Game Laws."—*Justice of the Peace.*

"We have every confidence in recommending the volume as one wholly reliable."
—*Law Times.*

"A most valuable book of reference."—*Law Journal.*

LANDL

AND TENANT.

FAWCETT'S LAW OF LANDLORD AND TENANT.

A Compendium of the Law of Landlord and Tenant. By W. M. FAWCETT, Esq., of Lincoln's Inn, Barrister-at-Law. THIRD EDITION. By W. DONALDSON RAWLINS, M.A., K.C., of Lincoln's Inn, late Fellow of Trinity College, Cambridge. Royal 8vo.

"Mr. Fawcett imparts to his compendium a degree of *authenticity* which greatly enhances its value as a convenient medium of reference, for he has stated the law in the very words of the authorities."—*Law Magazine.*

"Above all, it has been his purpose to present the principles enunciated in the very words of the judges. . . . It will be seen that the book is thoroughly practical, and, as such, will doubtless find a favourable reception from the profession."—*Law Times.*

LONDON: BUTTERWORTH & CO., 12, Bell Yard, Temple Bar, W.C.